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IN THE CIRCUIT COURT OF SALINE COUNTY, ARKANSAS
CIVIL DIVISION

GENE E. GARNER

PLAINTIFF

vs.

CASE NO. 63CV-19-116-3

BOARD OF DIRECTORS -
HOT SPRINGS VILLAGE PROPERTY OWNERS
ASSOCIATION and
HOT SPRINGS VILLAGE PROPERTY OWNERS
ASSOCIATION

DEFENDANTS

COMPLAINT FOR DECLARATORY JUDGMENT AND FOR OTHER
RELIEF

Come now Plaintiff, Gene E. Garner, by and through the undersigned counsel, and for his Complaint for Declaratory Judgment and for Other Relief, states as follows:

1. Gene E. Garner is a citizen and resident of Hot Springs Village, Saline County, Arkansas and is a Member in good standing in the Hot Springs Village Property Owners' Association described herein based on his ownership of lots within the development.

2. The Board of Directors of Hot Springs Village is a group of individuals elected pursuant to the Declaration and the By-Laws for the Hot Springs Village Property Owners' Association and having certain defined and limited powers as set out therein.

3. Hot Springs Village Property Owners' Association is a non-profit corporation duly existing under the laws of the State of Arkansas having its principal place of business located at 895 DeSoto Blvd., Hot Springs Village, Arkansas 71909.

4. The causes of action set out herein arose in Garland and Saline County, Arkansas, the parties reside in this County and this Court has jurisdiction over the parties and the subject matter. Venue is proper in this Court.

5. Hot Springs Village is governed by the Declaration of Hot Springs Village Covenants and Restrictions, a true and correct copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference (the "Declaration").

6. The rules for the administration of the Property Owners Association and the Board of Directors is contained within the By-Laws for Hot Springs Village. A true and correct copy of the By-Laws is attached hereto as Exhibit "B" and is incorporated herein by reference.

7. In addition to the Declaration and By-Laws, the owners of property within Hot Springs Village are subject to certain rules, restrictions and covenants contained within the Hot Springs Village Protective Covenants,

which were originally filed with the Garland County and Saline County property records on or about April 20, 1970, with subsequent amendments, the most recent of which – prior to the Protective Covenants at issue in this lawsuit, were adopted on May 21, 2014 filed on May 1, 2015. The original Covenants and Restrictions is attached hereto as Exhibit “C” and incorporated herein by reference.

8. The Protective Covenants traditionally contained just over 30 covenants related to zoning, subdivision of lots, temporary structures, setbacks, construction, signage and other typical restrictions. The Protective Covenants consisted of no more than 3 pages and are incorporated by reference into the Declaration by way of Article XIII of the Declaration.

9. The original developer of Hot Springs Village, Cooper Communities, Inc., created the governing documents and retained the right to “amend, rescind or add to the Protective Covenants.” *See* Paragraph 3 of Exhibit “C.”

10. On or about April 5, 2001 the original developer, Cooper Communities, Inc. entered into an “Assignment and Assumption of Developer Rights” to Hot Springs Village Property Owner’s Association. That agreement purported to assign the developer’s rights to the Property Owner’s Association.

A true and correct copy of which is attached hereto as Exhibit "D" and incorporated herein by reference.

11. According to Paragraph 2 of the Assignment and Assumption Agreement, the Developer and the POA Board agreed as follows:

2. **Assignment and Assumption of Power to Amend, Rescind, or Add to the Protective Covenants.** Under and pursuant to the terms and conditions of Article XIV, Section 4 of the Declaration:

- (a) Developer hereby assigns, transfers and conveys to the Board of Directors of POA all of Developer's powers and obligations set forth in Section 3 of the Protective Covenants regarding the duty and obligation of the Board of Directors of Developer to amend, rescind, or add to the Protective Covenants for the Village; provided, however, that POA agrees, as conditions precedent to the effectiveness of the assignment, transfer and conveyance set forth in this Section 2, to the following:
 - (i) POA waives and relinquishes any and all rights and powers to amend, waive, terminate, release or otherwise modify Sections 1 and 31 of the Protective Covenants;
 - (ii) POA waives and relinquishes any and all rights and powers to amend, waive, terminate, release or otherwise modify the Protective Covenants in existence on the Effective Date on a basis whereby such Protective Covenants, as so modified, apply to any properties owned by Developer on the Effective Date;
 - (iii) POA agrees that from and after the Effective Date, POA shall not amend, rescind or add to the Protective Covenants in any manner that, directly or indirectly, applies or attempts to apply the Protective Covenants to any properties of Developer which Developer has not made subject to the Declaration under the procedure outlined in Article II, Sections 2(b) and (c) of the Declaration; and
 - (iv) Under and pursuant to Article XIV, Section 4 of the Declaration, Developer is hereby immediately released and discharged, fully and forever, from any obligation to amend, rescind, or add to the Protective Covenants for the Village.

- (b) POA further hereby: (i) accepts such powers and obligations; and (ii) assumes and agrees to perform, timely, fully and in accordance with the terms and conditions thereof all of the obligations of every kind and character of Developer concerning amending, rescinding, or adding to the Protective Covenants for the Village.
- (c) POA hereby indemnifies and holds Developer harmless from and against any and all liabilities, claims or causes of action caused by or arising directly or indirectly from POA's amending, rescinding, or adding to the Protective Covenants for the Village from and after the Effective Date.

3. **Limited Assignments.** The Parties acknowledge and agree that:

- (a) The assignments set forth and addressed in Sections 1 and 2 of this Assignment are limited by their express terms; and
- (b) Except as is expressly and explicitly set forth in this Assignment and previous Assignments, Developer retains, and does not assign, in whole or in part, any of its other powers, rights, duties and obligations under the Declaration of the Protective Covenants, both in and of themselves and as to all properties owned or hereafter acquired by Developer, and that all such rights, reservations and abilities remain assignable to third parties in accordance with the terms and conditions of the Declaration; and

12. The rights assigned by the Developer were those the Developer possessed under the terms of the Protective Covenants. Thus, if the Developer possessed a right under the Protective Covenants then that right was assigned. However, any rights the Developer did not possess cannot have been assigned to the Defendant. Moreover, the Developer retained all of its other rights, powers, and abilities under the terms of the Declaration and Protective Covenants.

13. Subparagraph (a)(ii) of Section 2 of the Assignment provides that the POA waived and relinquished any rights and powers to amend, waive, terminate, release or otherwise modify the Protective Covenants as to any properties owned by the Developer on the effective date.

14. The Developer still owns substantial property interest with Hot Springs Village, including a retained easement on each and every lot as reflected on the original plat for the subdivision. *See* Article IV, Section I of the Declaration. The original plat of the subdivision contained zoning designations for each lot in the village. The Protective Covenants Provided that “Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types...”

15. The POA subsequently took advantage of the Assignment and Assumption provision and amended the Protective Covenants to include a Paragraph 32 for something called “Overlay Zones.” This modification allowed the Board of Directors to exempt certain areas from the Protective Covenants by labeling such areas as an “Overlay Zone.” This amendment was filed with the Garland County and Saline County Real Property Records and was adopted by the Board of Directors on May 21, 2014. A true and correct copy of

the Amended Protective Covenants is attached hereto as Exhibit "E."

16. After litigation related to the authority of the Board to amend the Protective Covenants concluded, the Board of Directors later met on April 18, 2018 and voted to adopt a Comprehensive Master Plan.

17. The Comprehensive Master Plan involves rezoning mass areas contained within the Village and adopting completely new Protective Covenants that govern the use of those properties. Protective Covenants that have been in place and have governed those properties since 1970, with minor amendments over the years. As a part of the Comprehensive Master Plan, the Board of Directors has taken on the role of a Developer. A role that includes steering home buyers and lot owners to certain real estate agents and to certain contractors who have obtained a "favored nation" status with the Board of Directors. A true and correct copy of the Minutes approving the adoption of the Comprehensive Master Plan is attached hereto as Exhibit "F."

18. In order to implement the Master Plan, the Board completely overhauled the Declaration and Protective Covenants that govern the daily lives of the residents of Hot Springs Village. Residents of Hot Springs Village purchased properties within the community based upon their belief that they are governed by certain Covenants and Restrictions that have been in place,

with minor changes, since 1970. The adoption of the Comprehensive Master Plan completely changes not only the character of Hot Springs Village but places the Protective Covenants into the hands of a select few – a seven-member board – who has the power to not only modify, change or enforce the Protective Covenants on a case-by-case basis but to create brand new covenants without any owner input or vote. This, in effect, creates a situation in which the Protective Covenants are no longer effective and do not meet the standard required for a common interest community.

19. At the April 18, 2018 Board of Directors Meeting the Board of Directors scrapped the three-page Protective Covenants that had been in place since 1970, with minor amendments, and replaced them with a 119-page document titled “Hot Springs Village Protective Covenants.” A true and correct copy of which is attached hereto as Exhibit “G.”

20. The adoption of the new document, The Hot Springs Village Protective Covenants, not only violates Ark. Code Ann §18-12-103 but far exceeds the authority given to the Board of Directors for Hot Springs Village to amend, modify or revoke the Protective Covenants. In other words, while there is authority to “modify,” there is not authority to completely revoke and replace with brand new restrictions.

21. The new 119-page Hot Springs Village Protective Covenants contains many covenants and restrictions that were not contemplated in the original Protective Covenants, and in fact creates a quasi-governmental scheme including, but not limited to, zoning requirements, the creation of special districts within zones, new setbacks, requirements for the size of lots, requirements regarding the streets and materials used in the streets and many other new and different covenants and restrictions.

22. Unlike a municipality that possesses zoning rights subject to Arkansas State Law, the Protective Covenants do not provide for any means for a person to seek redress for zoning decisions made by the Board. For example, under state law due process protections are in place to allow an aggrieved party access to the courts in order to resolve a dispute with the governing body on zoning decisions. Under the terms of the new Protective Covenants, zoning requests and requests for variances, must be appealed to the Board of Directors, the same entity that made the original decision denying the variance or approving the variance depending on the position of the complainant.

23. There are no rights to seek redress in court for individual decisions made on zoning issues – a right that exists when municipalities determine zoning issues and; thus, a denial of due process rights.

24. The original Protective Covenants did not provide any means for rezoning or zoning issues contemplated within the terms of the amended Hot Springs Village Protective Covenants. By amending the Protective Covenants to create these new procedures and obligations – that were not contemplated in the original Protective Covenants – the Board of Directors for the Hot Springs Village has exceeded the rights of the Developer in the original Protective Covenants and have exceeded the rights contemplated by the Assignment and Assumption of Developer Rights.

25. In other words, the Developer would not have the same right to revoke the Protective Covenants and replace with new covenants in the way that the Board of Directors voted to amend the Protective Covenants; therefore, the Board of Directors does not have the authority to create the Protective Covenants that were adopted on April 18, 2018. By adopting New Protective Covenants, the Board is required to comply with Ark. Code Ann. §18-12-103 and obtain owner approval.

26. Covenants and restrictions governing everyday life of Hot Springs Village residents are now under the control of seven individuals as opposed to the individual owners. The Declaration provides for amendment by 2/3 vote of the property owners; however, if the new Protective Covenants are allowed to stand, seven individuals will be solely in charge of everything from rezoning, setbacks, the sizes of pools in yards, landscape maintenance, installation of signs, storage of vehicles, merger and splitting of lots, and the construction of commercial properties – all of which were not contemplated in the original Protective Covenants for Hot Springs Village.

27. The adoption of the Protective Covenants has completely changed the nature and character of Hot Springs Village thus impacting the residents who purchased property under the original Protective Covenants and Declaration believing that those documents controlled the use for their property.

28. While it is true that a Protective Covenant can be amended, the Board of Directors has far exceeded its authority by not only amending or changing the Protective Covenants but by completely removing the original Protective Covenants and adopting substantially new Protective Covenants which impact the daily lives of the owners within Hot Springs Village.

29. These changes have a substantial impact on the nature and character of the property and are therefore invalid.

30. Not only are these changes unreasonable under the circumstances, but the restrictions are not just “changes”; they are new and different obligations created by a simple majority vote of seven individuals.

31. These changes seek to change the character of the subdivision and impose unreasonable burdens upon the lot owners currently in place.

32. As a lot owner, Plaintiff has a vested interest in his improved and unimproved lot and seeks a declaration from this Court declaring that the Protective Covenants adopted by the Board of Directors on April 18, 2018 are invalid and void *ab initio*.

**COUNT I
DECLARATORY RELIEF**

33. Plaintiff restates and realleges all allegations contained within Paragraphs 1-32 as if restated and realleged verbatim herein.

34. This Court possesses authority under Ark. Code. Ann. §16-111-101 *et seq.* to declare the rights and obligations of the parties pursuant to the terms of the Declaration of Protective Covenants.

35. Plaintiff seeks an order from this Court declaring that the Board of Directors did not have the authority to adopt the Comprehensive Master

Plan and adopt new Protective Covenants replacing the previous Protective Covenants which consists of three pages and were in place since 1970.

36. By adoption of the Protective Covenants, the seven-member board replaced the original Protective Covenants with a series of restrictive covenants – under the guise of an “Comprehensive Master Plan” that limits the way lot owners use and develop their property. This was done without a vote of the owners and merely by a seven-member board claiming that a prior precedent that the Board of Directors had the authority to create an amendment such as an introduction of “Overlay Zones.” However, the power to amend certainly did not extend to a right to completely revoke the original Protective Covenants and create a new Comprehensive set of Protective Covenants that included items such as zoning and rezoning of particular areas within Hot Springs Village.

37. Although the POA has the authority to “amend, rescind or add to the Protective Covenants from time to time,” the Property Owners Association Board, does not have the authority to adopt rules that affect the use or occupancy of individually used properties. *See* Restatement Property (servitudes), § 6.7. The adoption of these Protective Covenants creates a situation in which the full complete and total control the Protective Covenants

are subject to the whim of seven people who make up the Board of Directors.

38. Moreover, Ark. Code Ann. §18-12-103 provides “an instrument creating a restrictive covenant is not effective. . . unless the instrument is executed by owners. . .” the POA is not a property owner and cannot create a covenant that restricts the use of real property. This would include the right to restrict property subject to the Developer’s retained easements. Again, a limited right to amend exists, the adoption of the current Protective Covenants far and way exceeds the authority of the Board. Plaintiff is seeking declaration from the Court that the most recent Protective Covenants are void.

COUNT II DECLARATORY JUDGMENT

39. Plaintiff restates and realleges all allegations contained within Paragraphs 1-38 as if restated and realleged verbatim herein.

40. Alternatively, to the request stated in Count I, Plaintiff states that numerous restrictions contained within the recently adopted Protective Covenants were never contemplated in the original Protective Covenants and are therefore unenforceable.

41. Plaintiff seeks an order from the Court declaring which provisions contained within the Protective Covenants are valid in light of the original

Protective Covenants and in light of what rights the Developer would have possessed to create amendments and which rights fall outside the rights of the Board and are those invalid. Particularly, Plaintiff seeks an Order from this Court declaring that any new restriction not contained in the original Protective Covenants be determined invalid and of no effect.

42. For example, Plaintiff seeks declaration from this Court that the zoning system established within the Protective Covenants, found within Section 7 of the Protective Covenants is invalid and illegal.

43. The original Protective Covenants and original Zoning Plat Map did not provide any provisions for rezoning areas and did not provide any process for how areas were zoned. The original Protective Covenants only provided that individual lots could, on a case-by-case basis, be rezoned by variance by application to the Architectural Control Committee. There was no provision contained within the original Protective Covenants for rezoning entire areas of Hot Springs Village.

44. Moreover, by taking on a governmental role in the decision of zoning, the Board of Directors for Hot Springs Village Property Owner's Association have given themselves more power than that afforded to a municipality for rezoning pursuant to the Arkansas Constitution and

Arkansas Code Annotated §14-56-101 *et seq.*

45. Those zoning rights established by the Arkansas legislature allow individuals due process rights to seek redress from the courts and allow for a procedure or appeal throughout the government structure in order to have a determination made as to whether or not a particular board – whether is be a planning commission or a board of directors for a city – has made an incorrect decision regarding any requests for zoning, rezoning or variances.

46. Built into this system are safeguards against acts that are arbitrary and capricious and provide individuals with due process of law.

47. By creating a zoning system within a Protective Covenants, the Board of Directors have created a quasi-governmental role without the same obligations and protections afforded to the citizens that are presented to municipalities. There are no appeal rights; there are no rights to seek regress from court; and there are no provisions regarding arbitrary and capricious decisions.

48. The only rights a lot owner has under the terms of the Protective Covenants is to reapply to the Board and tell them why they were wrong. This is not a protection afforded to individuals living in a municipality and creates a situation in which the Board of Directors have exempted themselves from

state law and have created a right that did not otherwise exist under the terms of the Protective Covenants.

49. The Protective Covenants developed far exceeds the original terms of the Protective Covenants and are not mere changes or modifications but are a substantial overhaul and are therefore too broad of a power given to the entity to make decisions involving the everyday life of the individuals within Hot Springs Village.

50. For these reasons, Plaintiff seeks an order from this Court declaring that all provisions contained within the Protective Covenants that exceed those contained within the original Protective Covenants are void and without effect.

51. Plaintiff reserves the right to plead further following discovery or otherwise.

WHEREFORE, Plaintiff Gene E. Garner prays for an Order from this Court declaring the rights, duties and obligations to the parties and declaring that the Protective Covenants adopted by the Hot Springs Village Board of Directors on April 18, 2018 are invalid and without effect and that the previous Protective Covenants in effect prior to that date be reestablished as the governing documents over the lot owners of Hot Springs Village.

Respectfully submitted,

GENE E. GARNER
- Plaintiff

LEGACY LAW GROUP
135 Section Line Road, C-3
Hot Springs, AR 71913
(501) 525-3130

By:


Philip B. Montgomery
Arkansas Bar No. 2001193

NOTE: John A. Cooper Company, an Arkansas corporation, referred to in this document is now Cooper Communities, Inc., a Delaware corporation.

HOT SPRINGS VILLAGE COVENANTS AND RESTRICTIONS

DATED APRIL 20, 1970
AMENDED APRIL 20, 2006, APRIL 20, 2013, AUGUST 1, 2013

DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, John A. Cooper Company, an Arkansas corporation, hereinafter called the "Developer" is now the owner of the lands hereinafter described in ARTICLE II of this Declaration and all of which are reflected upon the following plats prepared by J. F. Gore, Registered Professional Engineer, bearing the following dates and which plats referred to are filed contemporaneously with the filing of this Declaration in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for Garland County, Arkansas, and are of record as follows:

Date of Plat	Plat Book No.	Page
April 20, 1970	3	167
April 20, 1970	3	168
April 20, 1970	3	169
April 20, 1970	3	170
April 20, 1970	3	171
April 20, 1970	3	172
April 20, 1970	3	173

and which plats are by reference made a part of this Declaration and likewise this Declaration is by reference made a part of each of said plats; and

WHEREAS, Developer in conjunction with the Hot Springs Village Property Owners Association, hereinafter further described, desires to create upon said lands and other additions as herein provided under Article II a residential and commercial community with private ways, private roads, private lanes, and private pathways (all as hereinafter defined) and public streets, public roads, public ways, and public lanes (all as hereinafter defined), and as may be indicated upon plats subject to this Declaration as specifically included hereunder and as may be brought hereunder by Supplemental Declarations as provided under ARTICLE II hereof and with said community having a water system, sewer system, lakes, golf course, playgrounds, permanent parks and other common facilities and limited common facilities for the benefit of the said community; and

WHEREAS, Developer in conjunction with the Hot Springs Village Property Owners Association, hereinafter further described, desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the value and amenities in said community and for the maintenance of said private ways, private roads, private lanes, and private pathways, and public streets, public roads, public ways and public lanes, as well as the water system, sewer system, lakes, golf course, playgrounds, permanent

parks and other common facilities, and limited common facilities; and, to this end, desires to subject the real property described in ARTICLE II together with such additions as may hereafter be made thereto (as provided in ARTICLE II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable and necessary, for the efficient construction of the common facilities and the preservation of the values and amenities in said community that an agency be created to which should be delegated and assigned the powers of the construction and maintaining of the water system and the sewer system as well as maintaining and administering the other community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer through its management has encouraged and participated in the organization of HOT SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION, hereinafter referred to as "Association", a non-profit corporation organized and existing under and by virtue of the laws of the state of Arkansas, with its principal office located in Hot Springs Village, Arkansas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in ARTICLE II, and such additions thereto as may hereafter be made pursuant to ARTICLE II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

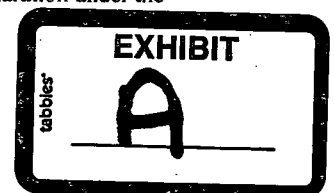
ARTICLE I

Definitions

Section I. The following words when used in this Declaration or any Supplemental Declaration, or upon the plats aforesaid, or any supplemental plat covered by this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Hot Springs Village Property Owners Association.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the



provisions of ARTICLE II hereof.

(c) "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of Owners of The Properties; and shall also mean and refer to any improvement designated by the Developer as Common Properties and intended to be devoted to the common use and enjoyment of Owners of The Properties, and shall specifically include, but not the exclusion of other improvements which may hereinafter be designated as Common Properties by the Developer, the following:

Ways, roads, lanes and paths not dedicated to the public.
Lakes,
Golf Course,
Permanent Parks,
Permanent Recreational Plots,
Water System,
Sewer System.

The term shall also mean and refer to any improvements owned by the Association.

(d) "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property; and also those areas so designated from time to time by the Developer for the purposes aforesaid.

(e) "Private Ways, Private Roads and Private Lanes" shall mean and refer to every way of access for vehicles which are not dedicated to the general public but are designated as either common properties or limited common properties. The fact that a private way, a private road or a private lane shall be known by the name of street, road, avenue, place or other name shall in no wise cause the particular way, road or lane to be public in nature despite the fact that streets under general definitions are not private in nature.

(f) "Private Pathways" shall mean and refer to those ways of access not available to vehicular traffic and which are not dedicated to the general public but are designated as either common properties or limited common properties, and such shall include equestrian ways.

(g) "Public Streets, Public Roads, Public Ways and Public Lanes" shall be all ways of access for vehicles which are dedicated to the general public.

(h) "Utility Easement" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Utility Easements," or as may be provided in or by this Declaration, or any Supplemental Declaration.

(i) "Reserved Properties" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Reserved Properties."

(j) "Lot" shall be the numbered lots or numbered and lettered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties.

(k) "Commercial Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(l) "Residential Lot" shall mean and refer to any Lot so

designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(m) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(n) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.

(o) "Single Family Attached" shall mean and refer to any building containing two or more Living Units attached but each Living Unit located on a separate Parcel of Land.

(p) "Multi-family Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of Land.

(q) "A Parcel of Land" may be less than a lot, a single lot, more than a lot, or several lots, or a plot of land described by a metes and bounds description.

(r) "Owner" shall mean and refer to the Developer, any other record owner and the contract purchaser from the Developer, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties.

(s) "Member" shall mean and refer to all those persons or entities who are members of the Association as provided in ARTICLE III, Section 1, hereof.

(t) "Associate Member" shall mean all those persons or entities who are associate members of the Association as provided in ARTICLE III, Section 3, hereof.

(u) "Household" shall mean those who dwell under the same roof and constitute a family.

ARTICLE II

Property Subject to This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the county of Garland, state of Arkansas, to-wit:

TRACT NO. 1:

A parcel of land lying in the NW1/4 of the NW1/4 (0.05 acres, more or less), the SW1/4 of the NW1/4 (18.45 acres, more or less), and the NW1/4 of the SW1/4 (7.37 acres, more or less) of Section 2, Township 1 South, Range 19 West, of the Fifth Principal Meridian; and in the SE1/4 of the NE1/4 (21.93 acres, more or less), the SW1/4 of the NE1/4 (1.22 acres, more or less), the NW1/4 of the SE1/4 (0.04 acres, more or less), and the NE1/4 of the SE1/4 (19.19 acres, more or less) of Section 3, Township 1 South, Range 19 West, of the Fifth Principal Meridian, Garland County, Arkansas, and being more particularly described as follows:

Commencing at the Southeast corner of Section 3, Township 1 South, Range 19 West, of the Fifth Principal Meridian, Garland County, Arkansas, run thence East 39.412 feet to a point; thence North 1,898.745 feet to the point of beginning; thence along the arc of a curve to the left 386.071 feet to a point, said curve having a radius of 482.929 feet; thence North 71°23'02" West 159.944 feet to a point; thence along the arc of a curve to the

right 473.359 feet to a point, said curve having a radius of 1,908.950 feet; thence North 57°10'35" West 35.387 feet to a point; thence along the arc of a curve to the left 230.167 feet to a point, said curve having a radius of 1,050.186 feet; thence North 15°39'15" West 913.270 feet to a point; thence North 81°09'10" East 93.712 feet to a point; thence South 66°18'11" East 24.187 feet to a point; thence North 59°44'44" East 65.420 feet to a point; thence North 89°54'09" East 94.862 feet to a point; thence North 57°10'18" East 111.885 feet to a point; thence North 68°51'43" East 183.706 feet to a point; thence North 81°58'07" East 142.161 feet to a point; thence North 77°32'32" East 177.805 feet to a point; thence South 49°40'34" East 54.789 feet to a point; thence South 16°20'36" West 82.449 feet to a point; thence South 15°57'30" East 120.652 feet to a point; thence South 52°09'42" East 33.561 feet to a point; thence North 22°56'42" East 139.248 feet to a point; thence North 20°52'07" East 153.793 feet to a point; thence North 21°15'01" East 98.221 feet to a point; thence North 46°06'55" East 123.107 feet to a point; thence North 73°29'05" East 169.613 feet to a point; thence North 69°01'29" East 147.282 feet to a point; thence North 78°09'22" East 302.694 feet to a point; thence South 57°06'25" East 59.540 feet to a point; thence North 31°59'14" East 56.800 feet to a point; thence North 43°44'45" East 103.858 feet to a point; thence North 20°24'47" East 100.448 feet to a point; thence North 53°33'00" East 100.484 feet to a point; thence South 83°45'08" East 100.035 feet to a point; thence South 30°16'00" East 108.452 feet to a point; thence South 06°24'03" East 110.026 feet to a point; thence South 01°22'45" West 59.962 feet to a point; thence South 04°06'03" East 227.946 feet to a point; thence South 18°45'55" East 89.926 feet to a point; thence South 13°43'43" East 119.875 feet to a point; thence South 03°18'17" West 72.157 feet to a point; thence South 34°51'02" West 52.148 feet to a point; thence South 68°26'33" West 48.736 feet to a point; thence North 85°35'54" West 35.827 feet to a point; thence South 53°41'20" East 54.333 feet to a point; thence South 55°13'54" East 31.237 feet to a point; thence South 24°23'12" West 49.030 feet to a point; thence South 16°25'58" West 34.374 feet to a point; thence South 20°00'42" West 80.201 feet to a point; thence South 22°07'31" West 70.749 feet to a point; thence South 07°52'31" East 133.452 feet to a point; thence South 10°40'03" East 94.766 feet to a point; thence South 15°48'26" West 106.156 feet to a point; thence South 32°52'54" West 103.284 feet to a point; thence South 53°06'23" East 14.443 feet to a point; thence along the arc of a curve to the left 72.183 feet to a point, said curve having a radius of 1,522.500 feet; thence South 34°10'38" West 71.206 feet to a point; thence along the arc of a curve to the right 432.273 feet to a point, said curve having a radius of 864.954 feet; and thence South 62°48'42" West 289.240 feet to the point of beginning and containing 68.25 acres more or less.

TRACT NO. 2:

A parcel of land lying in Lot No. 3 in the NE1/4 (0.949 acres, more or less), Lot No. 2 in the NW1/4 (27.083 acres, more or less), in Lot No. 3 in the NW1/4 (9.262 acres, more or less), in Lot No. 1 in the NW1/4 (0.008 acres, more or less), in Lot No.

4 in the NW1/4 (36.247 acres, more or less), in Lot No. 5 in the NW1/4 (26.395 acres, more or less), in Lot No. 4 in the NE1/4 (4.942 acres, more or less), the NE1/4 of the SW1/4 (0.123 acres, more or less), and the NW1/4 of the SW1/4 (4.883 acres, more or less), all in Section 4, and the NE1/4 of the SE1/4 (0.109 acres, more or less), and Lot No. 5 in the NE1/4 (5.300 acres, more or less) in Section 5, all in Township 1 South, Range 19 West of the Fifth Principal Meridian, Garland County, Arkansas, and being more particularly described as follows:

Commencing at the common corner of Sections 4, 5, 8, 9, Township 1 South, Range 19 West (Arkansas State Plane Coordinates North 729608.372, East 1684558.203) of the Fifth Principal Meridian, Garland County, Arkansas; thence West 393.203 feet to a point; thence North 2948.628 feet to the point of beginning; thence North 43°54'27" East 3189.631 feet; thence South 42°49'48" East 785.430 feet to the point of a curvature of a 5°11'52" curve to the right having a chord distance and bearing of 229.694 feet, South 36°50'59" East; thence along said curve 230.112 feet to the point of tangency; thence South 30°52'10" East 16.543 feet to the point of curvature of a 8°44'09" curve to the left, having a chord distance and bearing of 149.990 feet, South 37°26'07" East; thence along said curve 150.315 feet to the point of tangency; thence South 44°00'03" East 219.564 feet to the point of curvature of a 3°36'58" curve to the right having a chord distance and bearing of 381.457 feet, South 37°05'14" East; thence along said curve 382.383 feet to the point of tangency; thence South 30°10'25" East 18.175 feet to the point of curvature of a 14°48'56" curve to the left, having a chord distance and bearing of 227.793 feet, South 47°18'07" East; thence along said curve 231.220 feet to the point of tangency, which is also the point of curvature for a 4°24'14" curve to the left having a chord distance and bearing of 75.763 feet, South 66°05'55" East; thence along said curve 75.763 feet to the point of tangency; thence South 22°13'58" West 100.000 feet to a point; thence South 42°33'06" West 220.184 feet to a point; thence South 05°00'02" West 60.643 feet to a point; thence North 84°59'58" West 85.037 feet to a point; thence South 68°23'07" West 342.053 feet to a point; thence South 81°24'15" West 347.908 feet to a point; thence South 60°26'14" West 624.270 feet to a point; thence South 53°34'09" West 417.612 feet to a point; thence South 07°44'47" West 274.505 feet to a point; thence South 41°38'01" East 24.083 feet to a point; thence South 40°14'47" West 195.224 feet to a point; thence North 76°36'51" West 6.030 feet to the point of curvature of a 11°03'04" curve to the right with a chord distance and bearing of 87.054 feet North 71°47'54" East; thence along said curve 87.157 feet to the point of tangency; thence North 66°58'57" West 162.470 feet to the point of curvature of a 15°00'33" curve to the right having a chord distance and bearing of 194.001 feet North 52°15'42" West; thence along said curve 196.152 feet to the point of tangency; thence North 37°32'27" West 155.826 feet to the point of curvature of a 27°07'13" curve to the left with a chord distant and bearing of 249.986 feet. North 73°48'51" West; thence along said curve 267.501 feet to the point of tangency; thence South 69°54'45" West 250.349 feet to the point of curvature of a 26°33'48" curve to the right having a chord distance and bearing of 212.941 feet North 80°30'29" West; thence along said curve 222.709 feet to the point of tangency; thence North 50°55'42" West 612.060 feet to the point of beginning; containing 115.301 acres, more or less.

TRACT NO. 3:

A parcel of land lying in the NE1/4 of the SW1/4 (9.472 acres, more or less) and the NW1/4 of the SW1/4 (26.235 acres, more or less), the SW1/4 of the SW1/4 (2.826 acres, more or less) of Section 4, Township 1 South, Range 19 West, and Lot No. 5 in the NE1/4 (2.561 acres, more or less) and the NE1/4 of the SE1/4 (17.609 acres, more or less), of Section 5, Township 1 South, Range 19 West, all of the Fifth Principal Meridian, Garland County, Arkansas, and being more particularly described as follows:

Commencing at the SW corner Section 4, Township 1 South, Range 19 West, Garland County, Arkansas; (Arkansas State Plane Coordinate - North, 729,606.372 - East, 1,684,558.203); run East 251.797 feet to a point; thence, run North 1782.628 feet to the point of beginning; thence, run North 74°42'49" West 800.316 feet to a point; thence, run North 84°26'05" West 387.511 feet to a point; thence, run South 33°28'46" West 100.000 feet to the point of curvature of a 17°01'41" degree of curve to the right having a bearing and long chord of North 00°31'45" West 557.851 feet; thence, run along the arc of said curve 657.637 feet to the point of tangency; thence run North 55°27'44" East 427.222 feet to the point of curvature of a 5°47'49" degree of curve to the left said curve having a bearing and long chord of North 49°41'05" East 198.983 feet; thence, run along the arc of said curve 199.322 feet to the point of tangency; thence run North 43°54'27" East 100.000 feet to a point; thence run South 50°55'42" East 612.055 feet to the point of tangency of a 26°33'48" degree of curve to the left, said curve having a bearing and long chord of South 80°30'30" East 212.946 feet; thence run along the arc of said curve 222.709 feet to the point of tangency; thence run North 69°54'45" East 250.349 feet to the point of curvature of a 27°07'13" degree of curve to the right, said curve having a bearing and long chord of South 73°47'04" East 250.162 feet; thence run along the arc of said curve of 267.500 feet to the point of tangency; thence run South 37°32'27" East 155.826 feet to the point of tangency of a 15°00'33" degree of curve to the left, said curve having a bearing and long chord of South 52°15'44" East 194.016 feet; thence run along the arc of said curve 196.157 feet to the point of tangency; thence run South 66°58'57" East 162.470 feet to the point of curvature of a 11°03'04" degree of curve to the left; said curve having a bearing and long chord of South 71°47'56" East 87.043 feet; thence run along the arc of said curve 87.157 feet to the point of tangency; thence run South 76°36'51" East 156.030 feet to the point of curvature of a 10°03'03" degree of curve to the left, said curve having a bearing and chord distance of North 89°55'43" East 265.323 feet; thence run along the arc of said curve 267.777 feet to a point; thence run South 02°46'25" East 224.857 feet to a point; thence run South 89°39'02" East 164.003 feet to a point; thence run South 00°35'37" East 193.010 feet to a point; thence run South 23°39'28" East 343.903 feet to a point; thence run South 69°55'12" West 350.592 feet to a point; thence run South 87°41'11" West 350.000 feet to a point; thence run South 02°02'53" West 175.000 feet to a point; thence run South 73°44'37" West 192.444 feet to a point; thence run South 46°23'50" West 203.000 feet to a point; thence run North 37°01'43" West 433.402 feet to a point; thence run North 21°32'57" West 168.799 feet to a point; thence run North 09°38'45" West 256.628 feet to a point; thence run North 55°36'27" West 203.590 feet to a point; thence run South 72°26'36" West 185.648 feet to the point of beginning; area containing 58.703 acres more or less.

TRACT NO. 4:

A parcel of land lying in Lot No. 5 Fractional NW1/4 (13.07 acres, more or less), Lot No. 4 Fractional NE1/4 (28.62 acres, more or less), Lot No. 5 Fractional NE1/4 (1.56 acres, more or less) the NE1/4 of the SE1/4 (0.46 acres, more or less), the NW1/4 of the SE1/4 (14.45 acres, more or less), the NE1/4 of the SW1/4 (24.40 acres, more or less), and the NW1/4 of the SW1/4 (0.15 acres, more or less), of Section 4, Township 1 South, Range 19 West, of the Fifth Principal Meridian, Garland County, Arkansas, and being more particularly described as follows:

Commencing at the SE corner Section 4, Township 1 South, Range 19 West, of the Fifth Principal Meridian, Garland County, Arkansas run West 1812.136 feet to a point; thence North 2268.475 feet to the point of beginning; thence South 74°10'51" West 311.809 feet; thence South 57°10'32" West 385.561 feet; thence South 61°58'32" West 702.353 feet; thence South 71°16'27" West 249.191 feet; thence North 23°39'28" West 343.903 feet; thence North 00°35'37" West 193.010 feet; thence North 89°39'02" West 164.003 feet; thence North 02°46'26" West 224.857 feet; thence along the arc of a curve to the right 267.777 feet, said curve having a radius of 570.055 feet; thence North 76°36'51" West 150.000 feet; thence North 40°14'46" East 195.224 feet; thence North 41°38'01" West 24.083 feet; thence North 07°44'47" East 274.505 feet; thence North 53°34'09" East 417.612 feet; thence North 60°26'14" East 624.270 feet; thence North 81°24'15" East 347.908 feet; thence North 68°23'07" East 342.053 feet; thence South 84°59'58" East 85.038 feet; thence North 05°00'02" East 60.643 feet; thence North 42°33'06" East 220.184 feet; thence North 22°13'58" East 100.000 feet; thence along the arc of a curve to the left 75.775 feet, said curve having a radius of 1300.983 feet; thence South 71°06'16" East 565.578 feet; thence along the arc of a curve to the right 217.206 feet, said curve having a radius of 1225.027 feet; thence South 60°56'43" East 85.321 feet; thence South 29°03'17" West 100.000 feet; thence South 09°15'09" East 808.520 feet; thence South 66°00'29" West 786.995 feet; to the point of beginning and containing 82.71 acres more or less.

TRACT NO. 5:

A parcel of land lying in the NW1/4 of the SW1/4 (17.697 acres, more or less), and the SW1/4 of the SW1/4 (22.444 acres, more or less), of Section 2, Township 1 South, Range 19 West, and the NE1/4 of the SE1/4 (15.507 acres, more or less), and the SE1/4 of the SE1/4 (18.702 acres, more or less), of Section 3, Township 1 South, Range 19 West, all of the Fifth Principal Meridian, Garland County, Arkansas, and being more particularly described as follows:

Commencing at the SW corner Section 2, Township 1 South, Range 19 West, Garland County, Arkansas; (Arkansas State Plane Coordinate-North 729,407.553, East 1,695,059.103) run East 721.378 feet to a point; thence run North 412.392 feet to the point of beginning; thence run North 78°18'38" West 236.669 feet to a point; thence run South 09°03'03" West 271.032 feet to a point; thence run South 12°09'23" West 208.559 feet to a point on a 2°45'49" degree of curve to the left; said curve having a bearing and chord distance of North 80°51'15" West 53.099 feet; thence run along the arc of said curve 53.100 feet to the point of tangency; thence run North 81°35'14" West 195.017 feet to the point of curvature of a 7°17'35" degree of curve to the right, said curve having a

bearing and long chord of North 63°06'33" West 497.993 feet; thence run along the arc of said curve 506.732 feet to the point of tangency; thence run North 44°37'53" West 192.980 feet to the point of curvature of a 15°34'36" degree of curve to the left; said curve having a bearing and long chord of North 64°56'21" West 255.322 feet; thence run along the arc of said curve 260.748 feet to the point of tangency; thence run North 85°14'50" West 3.453 feet to a point; thence run North 15°39'15" West 1819.608 feet to a point on a 5°27'21" degree of curve to the right; said curve having a bearing and chord of South 63°22'11" East 230.021 feet; thence run along the arc of said curve 230.474 feet to the point of tangency; thence run South 57°10'35" East 26.850 feet to the point of curvature of a 2°53'51" degree of curve to the left; said curve having a bearing and long chord of South 64°16'48" East 489.087 feet; thence run along the arc of said curve 490.342 feet to the point of tangency; thence run South 71°23'02" East 151.408 feet to the point of curvature of a 11°51'51" degree of curve to the left, said curve having a bearing and long chord of North 85°42'49" East 375.871 feet; thence run along the arc of said curve 386.070 feet to the point of tangency; thence run North 62°48'42" East 289.240 feet to the point of curvature of a 6°37'27" degree of curve to the left; said curve having a bearing and long chord of North 48°29'40" East 427.788 feet thence run along the arc of said curve 432.275 feet to the point of tangency; thence run North 34°10'38" East 71.206 feet to a point; thence run South 55°49'22" East 180.000 feet to a point; thence run South 61°53'16" East 289.457 feet to a point; thence run South 17°57'52" West 276.847 feet to a point; thence run South 07°07'30" West 282.179 feet to a point; thence run South 02°51'45" West 200.250 feet to a point; thence run South 09°42'05" East 433.195 feet to a point; thence run South 33°47'54" East 149.391 feet to a point; thence run South 42°40'20" West 518.000 feet to a point; thence run South 16°48'41" West 50.200 feet to the point of beginning. Area containing 74.350 acres more or less.

TRACT NO. 6:

A parcel of land lying in the NE1/4 of the SW1/4 (7.213 acres, more or less), the SE1/4 of the SW1/4 (17.286 acres, more or less), the SW1/4 of the SW1/4 (17.440 acres, more or less), and the NW1/4 of the SW1/4 (7.681 acres, more or less), of Section 2, Township 1 South, Range 19 West; and the NE1/4 of the NW1/4 (4.132 acres, more or less), and the NW1/4 of the NW1/4 (2.736 acres, more or less), of Section 11, Township 1 South, Range 19 West; all of the Fifth Principal Meridian, Garland County, Arkansas, and being more particularly described as follows:

Commencing at SW corner Section 2, Township 1 South, Range 19 West, Garland County, Arkansas (Arkansas State Plane Coordinate of North 729,407.553, East 1,695,059.103); run North 460.341 feet to a point; thence run East 489.617 feet to the point of beginning; thence run South 78°18'38" East 236.669 feet to a point; thence run North 16°48'41" East 50.200 feet to a point; thence run North 42°40'20" East 518.000 feet to a point; thence run North 33°47'54" West 149.391 feet to a point; thence run North 09°42'05" West 433.195 feet to a point; thence run North 02°51'45" East 200.250 feet to a point; thence run North 07°07'30" East 282.179 feet to a point; thence run North 17°57'52" East 276.847 feet to a point; thence run South 61°53'16" East 283.000 feet to a point; thence run South 67°46'13" East 621.168 feet to a point; thence run South 01°34'21" East 1275.480 feet to a point; thence run South 08°55'49" East

352.018 feet to a point; thence run South 41°50'35" East 100.000 feet to a point of curvature of a 4°08'57" degree of curve to the left, said curve having a bearing and long chord of South 36°29'46" West 558.222 feet; thence run along the arc of said curve 562.095 feet to the point of tangency; thence run South 24°50'07" West 141.952 feet to a point; thence run North 65°24'33" West 814.397 feet to the point of curvature of a 2°45'49" degree of curve to the left, said curve having a bearing and chord of North 72°45'52" West 530.858 feet; thence run along the arc of said curve 532.320 feet to a point; thence run North 12°09'23" East 208.559 feet to a point; thence run North 09°03'03" East 271.032 feet to the point of beginning. Area containing 56.488 acres more or less.

TRACT NO. 7:

A parcel of land lying in the SW1/4 of the NW1/4 (3.409 acres, more or less), the SE1/4 of the NW1/4 (19.502 acres, more or less), the NW1/4 of the SW1/4 (6.958 acres, more or less), the NE1/4 of the SW1/4 (32.507 acres, more or less), the NW1/4 of the SE1/4 (4.883 acres, more or less), the SE1/4 of the SW1/4 (17.560 acres, more or less), the SW1/4 of the SE1/4 (7.293 acres, more or less), of Section 2, Township 1 South, Range 19 West, all of the Fifth Principal Meridian, Garland County, Arkansas, and being more particularly described as follows:

Commencing at SW corner Section 2, Township 1 South, Range 19 West, Garland County, Arkansas; (Arkansas State Plane Coordinates of North-729,407.553, East 1,695,059.103); Run North 492,447 feet to a point; thence run East 1920.897 feet to the point of beginning; thence run North 01°34'21" West 1275.480 feet to a point; thence run North 67°46'13" West 621.168 feet to a point; thence run North 61°53'16" West 572.457 feet to a point; thence run North 55°49'22" West 180.000 feet to the point of curvature of a 3°45'48" degree of curve to the right; said curve having a bearing and long chord of North 42°53'38" East 461.465 feet; thence run along the arc of said curve 463.250 feet to the point of tangency; thence, run North 51°36'38" East 110.000 feet to a point; thence run North 49°59'35" East 354.290 feet to a point; thence run North 54°03'52" East 350.322 feet to a point; thence run North 51°36'38" East 90.000 feet to the point of curvature of a 3°08'22" degree of curve to the left, said curve having a bearing and chord distance of North 44°14'18" East 468.362 feet; thence run along the arc of said curve 469.656 feet to a point; thence run South 47°30'00" East 306.203 feet to the point of curvature of a 7°57'49" degree of curve to the right, said curve having a bearing and long chord of South 31°09'20" East 404.941 feet; thence run along the arc of said curve 410.486 feet to the point of tangency; thence run South 14°48'40" East 883.030 feet to the point of curvature of a 5°16'01" degree of curve to the left, said curve having a bearing and long chord of South 32°05'16" East 646.144 feet; thence run along the arc of said curve 656.040 feet to the point of tangency; thence run South 49°21'52" East 49.765 feet to the point of curvature of a 10°42'21" degree of curve to the left, said curve having a bearing and chord of South 57°00'16" East 142.294 feet; thence run along the arc of said curve 142.716 feet to a point; thence run South 19°27'00" West 495.923 feet to a point; thence run South 29°30'00" East 526.279 feet to the point of curvature of a 3°11'18" degree of curve to the right, said curve having a bearing and long chord of South 65°34'17" West 620.156 feet; thence run along the arc of said curve 623.275 feet to the point of tangency; thence run South 75°30'26" West 241.258 feet to the point of

curvature of a 5°37'30" degree of curve to the left; said curve having a bearing and long chord of South 61°49'56" West 481.617 feet; thence run along the arc of said curve 486.221 feet to a point; thence run North 41°50'35" West 100.000 feet; thence, run North 08°55'49" West 352.018 feet to the point of beginning. Area containing 92.112 acres more or less.

Section 2. Additions to Existing Property. Additional lands of the Developer situated in Garland County, Arkansas, as well as Saline County, Arkansas, may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have in future stages of the development the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, provided that such additions are compatible with the General Plan of Development which has been prepared and heretofore made public prior to the date of this Declaration and prior to the sale of any Lot, and provided such proposed additions, if made, will become subject to assessment for their just share of Association capital investments and expenses. UNDER NO CIRCUMSTANCES shall this Declaration or any Supplemental Declaration or such General Plan bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of land shown upon such General Plan, or in anywise preclude the Developer, its successors and assigns, from conveying the lands included in the General Plan, but not having been made subject to this Declaration or any Supplemental Declaration as herein provided, free and clear of such Plan, as well as free and clear of this Declaration or any Supplemental Declaration.

(b) The Additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property, and the Owners, including the Developer, of Lots and Living Units in such additions shall immediately be entitled to all privileges herein provided.

(c) Such Supplementary Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify and add to the covenants established by this Declaration within the Existing Property.

Section 3. Additions Limited to Developer. No one other than the Developer, its successors and assigns, shall have the right to subject additional lands to the covenants and restrictions contained in this Declaration, unless the Developer, its successors and assigns, shall indicate in writing to the Association that such additional lands may be included hereunder.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. The Developer, its successors and assigns shall be a member of the Association so long as it shall

be the record owner of a fee, or an undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to being assessed by the Association, even though such assessment has not yet commenced, and the Developer shall also be a member until it is paid in full for every such Lot or Living Unit which it shall sell. Also, every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to being assessed by the Association and who shall have paid the Developer in full for the purchase price of the Lot or Living Unit, shall be a member of the Association, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those persons or entities as defined in Section 1 with the exception of the Developer, who have paid the Developer in full for the purchase price of the Lot or Living Unit. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit, the vote for such Lot or Living Unit shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. Class B member shall be the Developer. The Class B member shall be entitled to ten votes for each Lot or Living Unit, which is subject by covenants of record to being assessed by the Association, even though such assessment has not yet commenced, until such time as it shall cease to be a record owner, and shall have been paid in full for such Lot or Living Unit. The Developer shall continue to have the right to cast votes as aforesaid (ten votes for each Lot or Living Unit) even though it may have contracted to sell the Lot or Living Unit or may have same under a mortgage or deed of trust.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 3. Associate Members. Every person or entity who has entered into a contract of purchase with the Developer covering a Lot or Living Unit which is subject by covenants of record to being assessed by the Association and who has not paid the Developer in full for the purchase price of the Lot or Living Unit shall be an associate member of the Association. An associate member shall be entitled to all of the privileges of a member except the right to vote in the election of directors, or otherwise. Rescission of a contract of purchase by Developer for any reason shall terminate the associate membership.

Section 4. Members and associate members are limited as to the easement of enjoyment of the common properties, with the exception of private ways of access for vehicles, in Article VIII of this Declaration, and the attention of each member and associate member is specifically called to the limitation appearing in Article VIII, Section 3(f).

ARTICLE IV

Utility Easements

Section 1. Reservations of Utility Easements. Developer, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the ground as hereinafter designated of The Properties to erect, maintain and use electric, antenna television transmission and distribution system, and telephone poles, wires, cables, conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, television systems, telephone, gas lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Properties upon The Properties and on, in, over and under all of the Limited Common Properties upon The Properties, and on, in, over and under all of the easements including, but not limited to private ways, private roads, private lanes and public roads and public streets, shown on any subdivision plat of The Properties (whether such easements are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 7-1/2-foot strip along the interior of all lot lines of each lot of The Properties, and said 7-1/2-foot strip aforesaid to be parallel to the interior lot lines of the respective lots. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to in this Section, with the understanding, however, that the Developer will make such utility easements available to the Association for the purpose of installation of water lines and other water installations and sewer lines and other sewer installations, and in addition, will also make such utility easements available to the Association for any other utilities which the Developer and Association shall agree upon, and for which the Association shall have assumed the responsibility for obtaining additional easements in order that utilities other than sewer and water may be installed. Such utility easements shall be made available to the Association without cost to it. The Association and the owners of lots, other than the Developer, subject to the privilege, rights and easements referred to in this Section 1 shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements except that the Association shall own all pipes, mains, lines and other equipment or facilities which pertain to the water system and the sewer system. All such easements, including those designated on any plat of The Properties, not made available to the Association are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

ARTICLE V

Reserved Properties

Section 1. Real Properties Designated as "Reserved Properties" are Reserved from Declaration and Plats. Any area upon a plot covered by this Declaration or any Supplemental Declaration designated as "Reserved Properties," shall remain the privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said areas or any portion of same, and

neither this Declaration or any Supplemental Declarations or the plats in connection with same shall in anywise apply to such "Reserved Properties" unless at a later time same shall be included under the provisions of the Declaration or a Supplemental Declaration as provided in ARTICLE II hereof.

Section 2. Utilities Reserved from Declaration. Utilities except the water system and sewer system, are specifically reserved unto the Developer. It is contemplated utilities for the Properties with the exception of the water system and sewer system shall be furnished by companies so engaged in the vicinity of The Properties and the Developer retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the Developer, as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to:

Natural, Liquefied or Manufactured Gas Systems,
Electrical System,
Telephone System,
Antenna Television, Transmission and Distribution
Facilities and System.

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated to do so, organize a company, or companies, to furnish such utility services, and shall have the right to enter into agreements with such company, or companies, to furnish the utility services reserved, or any of them, even though such company, or companies, so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same. The Developer, if it so desires, may delegate to the Association the right to enter into contracts with utility companies to furnish certain of or all of the utility services aforesaid.

ARTICLE VI

Plan for Construction and Maintenance of Common Properties

Section 1. Water System and Sewer System. It shall be the obligation of the Association to construct the water system and sewer system and same will be a part of the Common Properties. However, the Association shall be the judge, predicated upon sales by the Developer, as to the time when the water system and sewer system shall be constructed and shall also be the judge on the same basis as aforesaid as to when either system shall be constructed and extended from time to time. In other words, the Association will construct and extend water and sewer to lots sold by Developer at the earliest practicable time after such sales. It is contemplated that all lots might not require service by a central sewer system. In the event the Association determines that certain Lots shall be served by individual septic tanks, the Association shall not be obligated to extend the central sewage system to those Lots. The decision by the Association concerning such matters shall be final. The cost of the construction, maintenance, capital improvements, operation, taxes and other expenses incident to the water system and sewer system, and operation of each, shall be paid from assessments against each Lot and Living Unit as herein provided, and from charges (it is

contemplated that no charges will be made for normal use) made to Owners for furnishing such service at such prices as shall be fixed from time to time by the Board of Directors of the Association. It is specifically provided that neither the water service nor sewer service will be furnished to the public for compensation, and to the contrary such water service and sewer service will be limited to Owners, as herein defined, and in the event the water service or sewer service is made available to persons or entities other than Owners there will be no charge to such persons or entities, unless the Association shall have complied with the applicable Arkansas law relative to the sale of water or sewage services to the public for compensation.

Section 2. Ways of Access for Vehicles. The ways of access for vehicles shall be constructed by the Developer and those ways of access for vehicles which are not dedicated to the general public will be a part of the Common Properties. The Developer shall be obligated to construct and pave all ways of access for vehicles in any subdivision of The Properties within a period of twenty-four months after completion by the Association of the utility system which is it obligated to complete in such subdivision. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to the ways of access for vehicles, regardless of whether dedicated to the public or as Common Properties, shall be paid from assessments against each Lot and Living Unit as herein provided.

Section 3. Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots. The Developer shall construct the Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots with the understanding, however, that the Developer shall be the sole judge as to the time when such Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots shall be constructed, and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient Lots or Living Units, it shall not be obligated to construct same. The cost of maintenance, capital improvements, operation, taxes, and other expenses incident to these Common Properties shall be the obligation of the Association and shall be paid from assessments against each Lot and Living Unit as herein provided, and also from fees for the use of the Common Properties.

ARTICLE VII

Plan for Construction and Maintenance of Limited Common Properties

Section 1. Construction and Maintenance. The Developer shall construct the ways of access for vehicles to the extent of cutting, grading and paving the ways of access for vehicles so that vehicles may traverse same. The Developer may provide other construction, but unless the Developer so agrees, it shall in nowise be obligated to provide for additional construction. All other construction and maintenance and the payment of taxes as to the Limited Common Properties shall be the obligation of the owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties. In order to perform such construction and maintenance, the owners of the Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties may organize a non-profit corporation to be limited to membership to those owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited

Common Properties and the non-profit corporation shall have all of the powers, including the power to levy assessments against particular Lots and Living Units in order to obtain funds, as the Association has which are referred to in this Declaration.

Section 2. Upon the failure of the owners of the property entitled to the use and enjoyment of the particular Limited Common Properties to provide for the construction and maintenance of the particular Limited Common Properties, the Association may perform same and apportion the charge against the Lots and Living Units entitled to the benefit of the particular Limited Common Properties and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property.

ARTICLE VIII

Property Rights of the Common Properties

Section 1. Members' and Associate Members' Easement of Enjoyment. Subject to the provisions of ARTICLE IV hereof and Section 3 of this ARTICLE VIII, every member and associate member, so long as the associate membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer shall convey the Common Properties to the Association after the construction of same is completed, or at an earlier time.

Section 3. Extent of Members' and Associate Members' Easements. The rights and easements of enjoyment created hereby with the exception of the rights and easements created in Section 6 of this ARTICLE VIII shall be subject to the following:

- (a) the right of the Developer and/or the Association to borrow money for the purpose of constructing, improving and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering said properties; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- (c) the right of the Association to suspend the enjoyment rights of any Member or Associate Member for any period during which any assessment, service or use charge, remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) the right of the Association to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the Common Properties; and
- (e) the right of the Association to make the golf course and the lakes available by lease, or otherwise, subject to sub-paragraph (g) hereof, to another Association, which shall be a non-profit corporation, with the right of the other Association to charge dues to members and

associate members and permit persons who are not members or associate members to become members of the other Association for a membership payment and also for payment of dues, and with the understanding the other Association shall have the right to make rules and regulations which shall be enforceable as to members and associate members; and

- (f) except as to the Developer, only one household shall be entitled to the benefit of the easement of enjoyment as to the Common Properties by reason of ownership or contract of purchase of a Lot or Living Unit; the Association may enlarge the limitation aforesaid by a vote of majority of its Board of Directors; and specifically, this limitation shall not apply to private ways of access for vehicles; and
- (g) the right of the Developer until all Lots and Living Units located within The Properties shall have been sold to make use of the Common Properties to encourage sales; and
- (h) the right of the individual members and associate members to the exclusive use of parking spaces as provided in Section 5 hereof; and
- (i) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public or private agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless such action shall be approved by a vote of 51% of the votes of each class of membership, and unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken.
- (j) the right of the Association by and through its authorized and delegated representatives to impose a reasonable monetary penalty for any single incident infraction as defined in its Protective Covenants and published rules and regulations, such monetary penalty not to exceed the amount of the annual assessment in effect at the time of such infraction.

The right of the Association to impose a reasonable monetary penalty on a daily basis for ongoing infractions as defined in the Association's Protective Covenants and published rules and regulations which are not corrected within thirty (30) days of written notice of the infraction to the property owner. Accumulated monetary penalties for ongoing infractions shall not exceed five times the total of the annual assessment.

Any such monetary penalties shall be the personal obligation of the member committing such infraction, the amount representing the penalty, together with interest, costs, and a reasonable attorney's fee. Any member having

been notified of the charging of any monetary penalty shall have the right to contest such by written notification to the Association and received within 30 days of the written notice to the member. The Association, by its Board of Directors or by its authorized and delegated representatives, shall hear any contest of the infraction and the monetary penalty within 60 days. The decision of the Association shall be final.

Amended effective April 20, 2013.

Section 4. Delegation. Any member or associate member may delegate his right of enjoyment to the Common Properties and facilities, however, that right shall be subject to Section 3(f) of this ARTICLE VIII and to published rules and regulations of the Association.

Section 5. Parking Rights. Subject to reasonable rules and conditions, the Association shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of members or associate members residing therein, their families and guests. The use of such space by any other member, associate member, or person may be enjoined by the Association or the members or associate members entitled thereto. The right of the exclusive use of such parking space and to its maintenance and designation by the Association shall be appurtenant to and shall pass with title to each Living Unit.

Section 6. Private Ways of Access for Vehicles. Each Owner shall have a right of ingress and egress and passage over all private ways of access for vehicles for himself, members of his household, and his guests and invitees, subject to such limitations (except such limitations shall not apply to Developer) as the Association may impose from time to time as to guests and invitees. Such right in the private ways of access for vehicles which are a part of the Common Properties shall be appurtenant to and shall pass with the title and equity to every Lot and Living Unit. All private ways of access for vehicles shall also be subject to a right-of-way for the agents, employees and officers of Garland County (and Saline County when applicable) state of Arkansas, and any other governmental or quasi-governmental agency having jurisdiction in Hot Springs Village to permit the performance of their duties, including but not limited to, school buses, mail vehicles, emergency vehicles and law enforcement vehicles. Section 3 of this ARTICLE VIII shall in no wise apply to the rights conferred by this Section.

ARTICLE IX

Property Rights of the Limited Common Properties

Section 1. Owners' Easement of Enjoyment. Lands designated from time to time by the Developer, shall be devoted to the common use and enjoyment of the owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other owners of Lots and Living Units upon The Properties. The owners of the specifically designated Lots or Living Units, subject to ARTICLE IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall

pass with every such specifically designated Lot or Living Unit.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until the owners of Lots and Living Units entitled to the easement of enjoyment as to the particular Limited Common Properties shall have constructed the permanent improvements thereon and provided for maintenance of same. At such time the Developer shall convey the title to the particular Limited Common Properties to such entity as the owners shall direct, and on failure of the owners to perform or direct the conveyance of the title as to the particular Limited Common Properties, then the Developer shall convey to the Association, and it shall perform as provided in Section 2, ARTICLE VII hereof.

ARTICLE X

Covenant for Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation. The Developer for each Lot and Living Unit owned by it within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefore, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements. Such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees also shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessment, levied hereunder by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners in The Properties and in particular for the construction, improvement and maintenance of properties, service and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated upon The Properties, including, but not limited to, construction of the water system and sewer system, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of ways of access for vehicles and roads and streets within The Properties, even though same may have been dedicated to the public.

Section 3. Basis and Maximum of Annual Assessments. From and after January 1, 2014, the annual assessment may be increased each year above the annual assessment for the previous year by a two-thirds (2/3) majority vote of the Board of Directors of the Association, provided, however, that such

increase may be no greater than the consumer price index for the twelve month period ending June 30 of the preceding year using the "Consumer Price Index, South Region All Items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor or, if such is not available, any other reliable governmental or other non-partisan publication evaluating similar information. Unless the annual assessment shall be increased as aforesaid, it shall remain at the rate prevailing for the previous year.

Amended effective April 20, 2013.

Section 4. Special Assessments for Capital Improvements with Vote of Members. In addition to the annual assessments authorized by Section 3 hereof, the Association may request and levy a special assessment limited in time and specifically for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the water system, the sewer system, and the ways of access for vehicles and roads and streets within The Properties, even though the roads and streets may have been dedicated to the public, and also other capital improvements upon or additions to the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, duration of the special assessment, and the specifics of the project. **Amended effective August 1, 2013.**

Section 5. Increase in Annual Assessment With Vote of Members. The annual assessment may be increased prospectively from the amounts set forth in any year without limitation on the amount of such increase by a majority vote of each class of members voting in person or by proxy at a meeting duly called for such purpose.

Amended effective April 20, 2013.

Section 6. Notice and Quorum for Any Action of Members Authorized Under Sections 4 and 5. Written notice of any meeting of the membership called for the purpose of taking any action authorized under Sections 4 and 5 of Article X hereof shall be sent to all members in good standing not less than 30 days in advance of the meeting. At the first such called meeting the presence of members in good standing or of proxies entitled to cast a majority of all votes of each class shall constitute a quorum. If the required quorum is not present at any meeting another meeting may be called subject to the same notice requirement and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 90 days following the preceding meeting. **Amended effective April 20, 2013.**

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement; however, in no event shall the assessment commence as to any particular Lot or Living Unit until a contract of sale covering such Lot or Living Unit has been entered into by the Developer.

The first annual assessments shall be for the balance of the calendar year and shall be apportioned over the remaining months of such calendar year, and payments shall be payable on the first day, or such other day as may be fixed by the

Board of Directors of the Association, of each month for the remainder of the calendar year. The assessments for any year, after the first year, shall become due and payable on the first day, or such other day as fixed by the Board of Directors of the Association, of January of said year, and shall be apportioned over twelve months and the first payment shall be payable on such day of January as fixed aforesaid and the remaining payments payable on the same day of each month thereafter for the remainder of the year. In the event of default as to a monthly payment, and if the default is not remedied within 30 days, the Association shall have the option of declaring the assessment for the entire year due and payable.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, and it shall also be payable monthly with the same option on the part of the Association in the event of default.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment may thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Delegation of Collection of Assessment. The Association may delegate the collection of the assessments provided to the Developer, its successors and assigns. Due to the common interest of the Developer and the Association, the Association in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot or Living Unit.

Section 10. Effect of Non-Payment of Assessment; The Lien; The Personal Obligation; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Association to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The

personal obligation of the Owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid as provided in Section 7 and the Association shall declare the entire assessment due and payable, the assessment shall bear interest from date of delinquency at the rate of 6% per annum, and the Association may foreclose the lien against said property, or may bring an action at law against the individual(s) or entity personally obligated to pay the same. Both actions shall be cumulative and neither shall preclude the other. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the properties subject to assessment. The ordinary sale or transfer of The Properties subject to assessment shall not affect the assessment lien. However, the sale or transfer of any of The Properties which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure under such mortgage or deed of trust or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

Common Properties,
Limited Common Properties,
Utility Easements and all other Easements,
Reserved Properties,
Utilities,
Golf Course and Lake or Lakes,
if constructed by Developer.

ARTICLE XI

Architectural Control Committee

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alternations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of Developer, or by an Architectural Control Committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XII

Exterior Maintenance

Section 1. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance as to buildings or grounds, the Developer or the Association may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Lot or Living Unit is subject under ARTICLE X hereof and, as part of such annual assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in ARTICLE X hereof. Upon collection by the Association, the cost shall be paid to Developer, if the Developer has performed the work.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this ARTICLE XII, the Developer or the Association through its respective duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE XIII

Protective Covenants

Attached hereto as "Exhibit 1" and made a part hereof as fully as though contained herein word for word are the protective covenants relative to The Properties as well as any other lands which may be added as provided in ARTICLE II hereof. Every provision of this Declaration shall apply as fully as to the protective covenants as if same were set forth herein word for word.

ARTICLE XIV

General Provisions

Section 1. Duration. The Covenants and Restrictions of the original Declaration and this amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of seven (7) years from the effective date of this amended Declaration after which time said covenants shall be automatically extended for successive periods of seven (7) years unless an amendment is approved by the affirmative vote of two-thirds of those voting at an election called for such purpose. A majority of all lots or living units whose Owners are in good standing shall constitute a quorum. An Owner in good standing shall mean a property owner current (no more than 60 days delinquent) in payment of all assessments, service and use charges and not under any suspension of enjoyment rights. Provided, however, that no such amendment shall be effective unless made and recorded one year in advance of the effective date of such change and unless written notice of the proposed amendment is sent to every

owner at least forty five days in advance of any action taken. Amended effective April 20, 2006.

Section 2. Notices. Any notice given or required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Associate Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or 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 4. Assignment, Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, JOHN A. COOPER COMPANY, joined by HOT SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION for the purposes of indicating their agreement to perform the obligations placed upon them by this instrument, have caused this Declaration to be executed by their respective corporate officers, who are duly authorized to so execute same, in multiple counterparts, any one of which shall be deemed an original, this 20th day of April, 1970.

JOHN A. COOPER COMPANY

By JOHN A. COOPER, JR.
President

ATTEST:

M.W. SPENCER
Assistant Secretary

HOT SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION

By WAYNE E. SHENEMAN
President

ATTEST:

HAROLD S. BEMIS
Secretary

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF CRITTENDEN

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named

John A. Cooper, Jr. and M.W. Spencer, to me personally well known, who stated that they were the President and Assistant Secretary of JOHN A. COOPER COMPANY, an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th, day of April, 1970.

JOHN M. SMITH
Notary Public

My Commission Expires:
March 16, 1972

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF CRITTENDEN

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Wayne E. Sheneman and Harold S. Bemis, to me personally well known, who stated that they were the President and Secretary of HOT SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION, an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of April 1970.

JOHN M. SMITH
Notary Public

My Commission Expires:
March 16, 1972.

BYLAWS OF THE
HOT SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Hot Springs Village Property Owners' Association, a nonprofit corporation organized and existing under the laws of the State of Arkansas.

Section 2. "Declaration" shall mean and refer to the Declaration filed by John A. Cooper Company and Hot Springs Village Property Owners' Association in the office of the Circuit Clerk and Ex-officio Recorder in and for Garland County, Arkansas, on April 20, 1970, and there recorded in Book 653, page 369, et. seq. "Declaration" shall also mean and refer to the Declaration filed by John A. Cooper Company and Hot Springs Village Property Owners' Association in the office of the Circuit Clerk and Ex officio Recorder in and for Saline County, Arkansas.

Section 3. "The Properties" shall mean and refer to the real estate described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided in the Declaration.

Section 4. "Developer" shall mean and refer to John A. Cooper Company.

Section 5. "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of Owners of The Properties; and shall also mean and refer to any improvement designated by the Developer as Common Properties and intended to be devoted to the common use and enjoyment of Owners of The Properties, and shall specifically include, but not to the exclusion of other improvements which may hereafter be designated as Common Properties by the Developer, the following:

Roads and streets not dedicated to the public,
Lakes,
Golf Courses,
Permanent Parks,
Permanent Recreational Plots,
Water System,
Sewer System

The term shall also mean and refer to any improvement owned by the Association.

Section 6. "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property; and also those areas



so designated from time to time by the Developer for the purpose aforesaid.

Section 7. "Lot" shall be the numbered lots or numbered and lettered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties.

Section 8. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

Section 9. "Member in Good Standing" shall mean a property owner current in the payment of all assessments, service and use charges (no more than 60 days delinquent) and not under any suspension of privileges.

ARTICLE II

Location

Section 1. The principal office of the Association shall be located at Hot Springs Village, Arkansas.

ARTICLE III

Membership

Section 1. Membership. The Developer, its successors and assigns, shall be a member of the Association so long as it shall be the record owner of a fee, or an undivided fee, interest in any Lot or Living Unit, which is subject by covenants of record to being assessed by the Association, even though such assessment has not yet commenced, and the Developer shall also be a member until it is paid in full for every such Lot or Living Unit which it shall sell. Also, every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to being assessed by the Association and who shall have paid the Developer in full for the purchase price of the Lot or Living Unit, shall be a member of the Association, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Associate Member. Every person or entity who has entered into a contract of purchase with the Developer covering a Lot or Living Unit which is subject by covenants of record to being assessed by the Association and who has not paid the Developer in full for the purchase price of the Lot or Living Unit shall be an associate member of the Association. An Associate member shall be entitled to all of the privileges of a member except the right to vote in the election of directors, or otherwise. Rescission of a contract of purchase by Developer for any reason shall terminate the associate membership.

Section 3. With the exception of the membership held by the Developer, the rights of membership and associate membership are subject to the payment of annual assessments levied by the Association; however, all memberships and associate memberships are subject to the payment of special assessments levied by the Association. The obligation of the assessments which are imposed against a particular Lot or Living Unit becomes a lien upon the property against which such assessments are made and also becomes a personal obligation of the owner of such Lot or Living Unit, both being then as provided in ARTICLE X of the Declaration of Covenants and Restrictions to which The Properties are subject and which Declaration is recorded in Book 653, page 369 et. seq. records of Garland County, Arkansas, and in Book 155, page 118 et. seq., records of Saline County, Arkansas.

Section 4. With the exception of the membership held by the Developer, the membership and associate membership rights of any person or entity whose interest in The Properties is subject by covenants of record to assessment by the Association, whether or not he or it be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his or its rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities as provided in ARTICLE IX, Section 1 hereof, and the personal conduct of any person thereon is in violation of those rules and regulations, the Directors may in their discretion, suspend the rights of any such person for a period not to exceed thirty (30) days. The applicability of this Section 4 shall also run to any membership or associate membership rights which may have been delegated.

ARTICLE IV

Voting Rights

Section 1. There shall be two classes of voting memberships:

Class A. Class A members shall be all those persons or entities as defined in Section 1, ARTICLE III hereof, with the exception of the Developer, who have paid the Developer in full for the purchase price of the Lot or Living Unit. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1.

ARTICLE III hereof. When more than one person holds such interest or interests in any Lot or Living Unit, the vote for such Lot or Living Unit shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

*Class B. Class B member shall be the Developer. The Class B member shall be entitled to ten votes for each Lot or Living Unit of which it is the record owner and which is subject by covenants of record to being assessed by the Association until it shall have ceased to be record owner of the Lot or Living Unit and shall have been paid in full for such Lot or Living Unit. The Developer shall continue to have the right to cast votes as aforesaid (ten votes for each Lot or Living Unit) even though it may have contracted to sell the Lot or Living Unit or may have same under a mortgage or deed of trust.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which Units are situated shall not be counted.

The only actions under the Declaration which require a vote of the membership are: (1) The election of Directors (2) A change in the annual assessment outside of the Board's authority to do so (3) The levy of a special assessment (4) The transfer of common properties and (5) Changes in the Declaration. Elections under (1) require a majority of those voting. Elections under (2) or (3) require a quorum of 50% of each class of membership and the assent of 51% of each class of members voting. Elections under (4) require the assent of 51% of each class of membership. Elections under (5) require a quorum of a majority of all owners in good standing and the assent of two thirds of those voting. Votes deriving from lots owned by the Property Owners Association will not be cast in elections for Directors of the Association. Votes deriving from lots owned by the Property Owners Association will be cast in the same proportion as the votes cast by all other property owners in good standing on all remaining elections under the Declaration.

ARTICLE V

Property Rights & Rights of Enjoyment of Common Property

Section 1. Each member and associate member shall be entitled to the use and enjoyment of the common properties and facilities as provided by ARTICLE VIII of the Declaration applicable to The Properties.

Section 2. Any member or associate member may delegate his or its rights of enjoyment in the Common Properties and Facilities as provided in ARTICLE VIII, Section 4 of the Declaration. Such member or associate member shall notify the Secretary in writing of the name of any such person and of the relationship, if any, of the member or associate member to such person. The rights and privileges of such person are subject to suspension under ARTICLE III, Section 4 of these Bylaws to the same extent as those of the member or associate member.

Section 3. The Directors shall make such rules from time to time as shall be appropriate relative to the use of the Common Properties and

Facilities by guests of members and associate members and the members and associate members shall be bound by such rules as same be made and published.

ARTICLE VI

Association Purposes and Powers

Section 1. The Association has been organized for the following purposes:

To preserve the value of and to promote the health, safety, and welfare of the residents and commercial owners within The Properties and for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in Declaration of Covenants and Restrictions, hereinafter called Declaration, applicable to the Properties and recorded or to be recorded in the Offices of the Circuit Clerk and Ex-officio Recorder in and for the Counties of Garland and Saline, State of Arkansas, and as the same shall be amended from time to time as therein provided; said Declaration being incorporated herein as if set forth at length;
- (b) own, acquire, build, operate, and maintain recreational parks, playgrounds, swimming pools, golf courses, private ways, private roads, private lanes, utilities, specifically but not limited to water system and sewer system, lakes, buildings, structures, and personal properties incident thereto hereinafter referred to as "The common properties and facilities";
- (c) provide for municipal services including, but not limited to, garbage and trash collection, fire and police protection and maintenance of unkempt lands and trees;
- (d) fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the corporation;
- (e) pursuant to the terms of the Declaration convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

- (f) pursuant to the terms of the Declaration, borrow money on an unsecured basis. Also to borrow money on a secured basis, and to secure any such secured loan or loans, by pledge, deed in trust, (deed of trust), assignment of assessments which have accrued or which shall accrue in the future, and to otherwise hypothecate any or all of the real or personal property of the corporation. Any action taken pursuant to this authorization must be approved by a majority of the Board of Directors in a regular or special meeting.
- (g) pursuant to the terms of the Declaration dedicate, sell or transfer all or any part of the common properties and facilities to any public or private agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by 51% of each class of members, agreeing to such dedication, sale or transfer;
- (h) participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes, provided that any such merger shall have the assent of a majority of each class of members voting on the issue. Any action taken pursuant to this authorization shall be preceded by fifteen (15) days notice to the members setting forth the nature of the action to be taken.
- (i) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties, including but not limited to maintenance of public streets and roads; and
- (j) enforce any and all covenants, restrictions, and agreements and applicable to the Properties.

ARTICLE VII

Board of Directors

Section 1. The affairs of the corporation shall be managed by a Board of seven (7) Directors, who shall be members in good standing of the corporation and shall not be employees of the corporation. A change in the number of directors shall be made only by amendment to the Articles of Incorporation. The names and addresses of the persons constituting the initial Board of Directors and the annual meeting to which their respective terms shall extend are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Ends</u>
John A. Cooper, Jr.	Bella Vista, Arkansas and Hot Springs Village, Arkansas	1976
J. F. Gore	Bella Vista, Arkansas	1976
Wayne E. Sheneman	Bella Vista, Arkansas	1975
Weston Tucker	Hot Springs Village, Arkansas	1975
Harold S. Bemis	West Memphis, Arkansas	1974

Section 2. Directors shall normally be elected for a term of three (3) years and shall serve until their respective successors are elected and qualified. Effective the 24th day of April, 1985, a Director may serve two (2) consecutive three (3) terms in addition to an appointed or elected term of not more than one (1) year. In no event shall a Director serve more than seven (7) consecutive years, elected or appointed. No Director serving seven (7) consecutive years shall be eligible for nomination, election or appointment until the passing of three (3) consecutive years from the last service.

ARTICLE VIII

Board of Directors: Election Process

The election of the Board of Directors shall be as follows:

Section 1. Election of Board of Directors shall be by written ballot as hereinafter provided. At such election the Property Owners' Association members may cast one vote per position to be filled.

Section 2. The election to the Board of Directors shall be conducted in accordance with established procedures.

Section 3. Any member of the Property Owners Association in good standing and not an employee of the Association may be certified for candidacy for the Board of Directors election ballot.

Application for placement on the election ballot shall be made in the following manner:

The applicant shall correctly complete, sign and submit the official application for candidacy and petition to the office of the General Manager. The General Manager will certify that the applicant is a member in good standing and has properly filed an application, and will so notify the Board of Directors.

Section 4. Voting for the Board of Directors shall be on a printed ballot which shall (1) designate the number of vacancies to be filled; (2) set forth the names of candidates for such vacancies.

The order of appearance of the candidate's names on the ballot shall be in random order with each candidate's name appearing first on the ballot an equal number of times.

One ballot per lot or living unit shall be prepared and mailed by the Secretary of the Association to all members of the Association in good standing, at least fourteen (14) days in advance of the date designated by the Board of Directors as the date for the election.

The term of office of a Director shall be for three (3) years or until a successor shall have been elected and certified by the Board of Directors; the term shall commence immediately following the regular April Board meeting; and the term shall expire upon the adjournment of the regular April Board meeting three (3) years after election unless a successor has not been elected and certified by the Board of Directors. In such event the Director shall continue to serve until a successor is elected and certified.

If a vacancy occurs on the Board of Directors for any reason, the Board shall appoint a successor Director to serve an interim term being the time until the next election and certification date.

Section 5. Each ballot returned shall be counted by the POA staff and stored in a safe and secure place. An ad hoc Election Day Committee, composed of members in good standing, recruited and selected by a blind draw, shall be appointed by the Board of Directors at its March regular meeting. The ad hoc Election Day Committee shall oversee the opening, counting and tally of ballots on the date of the election. The Board of Directors shall designate a date as the date of the election. The candidates receiving the greater number of votes shall be elected to fill the number of positions vacant. In an election where there are positions open with varying lengths of terms, and there are more candidates than open positions, the candidate(s) receiving the highest number of votes will receive the longer term(s) in successive order as determined by the election ballot procedure. The results of the election will be submitted to the General Manager who will notify the current Board of Directors, all Board of Directors candidates and issue a press release on the results on the designated election date. The Board of Directors shall certify those so elected and the terms at its April regular meeting.

Section 6. Regardless of the above provisions, if the time set by the Association for the filing of applications expires and the number of vacancies on the Board of Directors to be filled at any election and the number of certified candidates for those positions are the same or less, the Association shall not be required to follow the election procedure outlined in Sections 4 and 5 above. Rather, for reasons of economy, the Board of Directors shall declare the candidates elected as officially as if elected by the ballot procedure, and they shall take and hold office accordingly.

If the length of the terms of the positions being filled are not equal, and/or there is a need for an incumbent Board member to continue in office until a successor shall have been elected and certified by the Board of Directors, both of these issues will be decided by the drawing of lots by the candidates or the affected Directors.

In the event of any of the above situations, the Board of Directors shall inform the members of the Association the names of the elected persons by any manner of publication it may choose, provided such publication is sent to all members entitled to receive ballots under provisions of Section 4. hereinabove.

Section 7. Any property owner shall have the right to request in writing a recount of the ballots returned so long as the request is made within three (3) working days of the election date and an upfront fee is paid to cover all costs to perform the recount at a charge to be determined by the General Manager. All ballots will be stored by the POA in a safe and secure place for a period of one year.

ARTICLE IX

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power:

- (a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of the members, as provided in Article XIII, Section 2.
- (b) To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever. Such duties as are provided in this subparagraph (b) may be delegated by the Directors to the General Manager who shall report his actions to the Board of Directors from time to time.
- (c) To establish, levy and assess, and collect the assessments or charges as provided in the Declaration.
- (d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members, associate members, guests, and others thereon.

- (e) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association, except those reserved to members in the Declaration or the Articles of Incorporation.
- (f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by the membership, as provided in Article XIII, Section 2.
- (b) To hire, supervise and terminate all officers, agents and employees of this Association, through the General Manager and to see that their duties are properly performed.
- (c) As more fully provided in Article X of the Declaration applicable to the Properties:
 - (1) To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;
 - (2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time.
 - (3) To send written notice of each assessment to every owner subject thereto.
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- (e) To maintain all common properties and facilities and to cause the Association to construct certain common properties according to the Declaration including, but not limited to the water system and the sewer system.

ARTICLE X

Director's Meeting

Section 1. A regular meeting of the Board of Directors shall be held on the third Wednesday of each month at 9:00 a.m. provided that the Board of Directors may, by majority vote, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with if the day for the regular meeting shall fall upon or conflict with a holiday, the meeting shall be held at the same hour on a day so designated by a resolution of the Board, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present.

Section 5. The physical or electronic presence of a majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Board of Directors shall not be allowed to vote by proxy.

Section 7. A majority of the members of the Board is required to approve Board actions, unless another number is specifically required.

ARTICLE XI

Officers

Section 1. The officers shall be a president, a vice president, a secretary, and a treasurer. The president and the vice president shall be elected for a term of one year. The president and vice president shall be members of the Board of Directors. The General Manager shall serve as ex-officio secretary of the Board and the Director of Finance shall serve as ex-officio Treasurer of the Board. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 2. The president and vice president shall be chosen annually by majority vote of the directors. The election will be conducted in the following manner:

Immediately after the adjournment of the regular April Board Meeting, the newly elected Board will be convened by the Secretary. In the absence of the Secretary, the new Board will be convened by the Parliamentarian. The chairperson will announce the purpose of the meeting and the procedure to be followed, to wit:

Nominations are open to the Board members for the election of President and Vice President.

Nominations will be open until the Board is satisfied there are no further nominations by any Director.

No "second" of a nomination shall be required.

There will be no discussion or debate concerning nominees.

The vote will be by acclamation if only one person is nominated. Otherwise the vote will be by written ballot with each ballot containing one name on furnished ballot paper. The ballots shall be tendered to the chairperson who will immediately count the ballots and announce the winner to be that person receiving a minimum of four (4) votes.

The election chairperson will confirm the balloting results by announcing the names of the elected officers and will then adjourn the meeting.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and sign all notes, leases, mortgages, and deeds.

Section 5. The vice president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex-officio secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted

within the limits set forth by the Board. The treasurer shall sign all checks and notes of the Association, provided that such notes shall also be signed by at least two, the two being the president, the vice president and/or the secretary.

Section 8. The Board President shall appoint an Audit Committee each year at the annual meeting to oversee the annual audit procedure. The Audit Committee will consist of only Board members and the Chair to be appointed by the Board President.

The treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XII

Committees

Section 1. The Standing Committees of the Association shall be

A. Staff Committees, reporting to the POA Staff Liaison:

1. Common Property and Forest Committee
2. Golf Committee
3. Lakes Committee
4. Public Safety Committee
5. Public Works Committee
6. Recreation Committee
7. Trails Committee

B. Board Committees, reporting to the POA Board of Directors:

1. Governmental Affairs Committee
2. Research and Special Projects Committee
3. Architectural Control Committee
4. Appeals Committee

The Board of Directors may constitute such other committees, as it deems desirable, and appoint members to committees so constituted.

Section 2. Standing Committees shall operate under the guidelines of a charter to be adopted and approved by the Board of Directors. Each charter shall provide for staggered terms of its members and shall include authority, organization, duties and responsibilities, limitations, qualifications of members, meeting schedule, reports, and the filling of vacancies.

Section 3. Each committee shall consist of a chairperson plus two or more members. A member of the Board of Directors shall be appointed by the President of the Board to serve each committee as a Board liaison; this appointment process will occur shortly after the Board

is constituted each April. The General Manager will determine the appropriate staff member to serve as Staff liaison to each POA committee.

Section 4. Appointment of Standing Committee members

- A. All committee members must be members in good standing of the Hot Springs Village Property Owners' Association.
- B. Committee member shall not be appointed to serve on more than one Standing Committee at a time, except as otherwise specifically provided by the Board.
- C. Members shall be appointed by the Board of Directors annually at the March Board of Directors meeting in accordance with the POA Operating Policies, Chapter 7, Article 2, Standing Committee Selection Process. The terms of service of committee members shall commence at the committee's April meeting. The Chair, Vice Chair and Secretary shall be chosen annually by majority vote of the new committee immediately after the adjournment of the April committee meeting.
- D. Appointments to Standing Committees shall be for terms consistent with each Committee's Charter. Initial terms of members of new committees shall vary as necessary to allow for staggered terms of committee members.
- E. When mid-term vacancies occur, replacements shall be appointed to serve the balance of the term vacated; however, no member who has been appointed to another Standing Committee during the current term year shall be eligible to serve as a replacement. Time served on an interim appointment greater than one year shall count as a full term and the member would only be eligible to serve one additional full term. Time served on an interim appointment for one year or less shall not count as a full term and the member would be eligible to serve two full terms.
- F. Upon the expiration of his/her full term, a committee member may be reappointed once to the same committee. Upon request and at the Board's discretion, a committee member who has served two full terms may be appointed to continue to serve on the committee.
- G. Committee members shall serve at the pleasure of the Board and may be removed by the Board for cause or for failure to attend three consecutive scheduled meetings of the committee, unless absences have been excused by the chairperson.
- H. A member who has served on the Board of Directors, or whose spouse presently serves on the Board of Directors, shall be

eligible for appointment to a Standing Committee after completion of service on the Board of Directors.

- I. Committees may appoint sub-committees consisting of their own members or others, as appropriate, provided the purpose of the sub-committee is within the scope of the chartered purpose of the committee.
- J. With the concurrence of the POA Staff and Board Liaisons, committees may solicit ex-officio members to meet with them regularly or for a specific period of time to adequately address issues pertinent to the committee's charter.
- K. Committee chairpersons are responsible for submitting annual reports of committee activity and accomplishments by March 31st of the succeeding year.
- L. Meeting minutes require concurrence on content by the committee chairperson and POA staff liaison prior to distribution by POA staff.

Section 5. Role of Liaison Members

A. Responsibilities of POA Board Liaisons

- 1. To advise committee of POA Board actions and upcoming issues of interest to committee.
- 2. To ensure committee adheres to charter and advises committee leadership when deviations are detected.
- 3. To ensure effective committee leadership from year to year, the POA Board Liaison shall/may participate in solicitation of members to fill leadership posts.
- 4. To conduct election of committee leadership in March/April of each year.
- 5. To advise fellow POA Board members of forthcoming recommendations from committee and other issues of interest to the Board.
- 6. Should the POA Board Liaison be unable to make a regularly scheduled committee meeting, he/she will solicit fellow POA Board members to designate a replacement for the meeting.

B. Responsibilities of POA Staff Liaisons

- 1. To communicate staff plans, upcoming topics of interest, and issues for consideration.

2. To jointly develop the meeting agenda with the committee chairperson and distribute prior to meeting.
3. To accept recommendations from committee for potential implementation and/or submittal through the General Manager to the POA Board for formal approval. Note: Committees designated as Board Committees shall make recommendations directly to the Board of Directors.
4. To ensure committee adheres to charter and advises committee leadership when deviations are detected.
5. To advise the General Manager of forthcoming recommendations from committee and other issues of interest to Administration.
6. Should a committee choose to cancel a regularly scheduled meeting, the POA Staff Liaison will issue a press release to advise the public of the change.

Section 6. Appointment of Ad Hoc Committees

Ad hoc committees shall be appointed by the President of the Board as needed and will be disbanded upon completion of assignment.

Section 7. Conducting Business

- A. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the conduct of Standing Committees in all cases to which they are applicable and in which they are not inconsistent with any special rules that the POA Board of Directors may adopt.
- B. The chairperson may vote when such vote will make a difference or determine the result. An abstention is a non-vote.
- C. Proxy voting shall not be allowed.
- D. The physical presence of a majority of the committee shall constitute a quorum thereof. A majority of the members of the committee is required to approve committee actions unless another number is specifically required.

ARTICLE XIII

Meeting of Members

Section 1. A meeting of the members shall be held annually during the month of May as determined by Resolution of the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all of the votes of the entire membership or who have a right to vote one-fourth of the votes of the Class A membership.

Section 3. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meetings regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by ARTICLE VIII or any action governed by the Articles of Incorporation or by the Declaration applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each Class of membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Article of Incorporation or by the Declaration applicable to The Properties shall require a quorum as therein provided.

ARTICLE XIV

Proxies

Section 1. At all corporate meetings of members, except for the election of members of the Board of Directors as set out in Article VIII herein, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. Proxies will be limited to motions to be considered at particular meetings.

ARTICLE XV

Books and Papers

Section 1. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to existing Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

2. Architectural Control Committee. When the Architectural Control Committee hereinafter referred to as A.C.C., is alluded to in these Protective Covenants, it shall mean either the Board of Directors of the Developer or the Architectural Control Committee appointed by the Board of Directors pursuant to ARTICLE XI of the Declaration. The Provisions of ARTICLE XI of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and ARTICLE XI of the Declaration.

3. Amendment, Rescission or Additions. The Board of Directors of the Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive for the construction of residential buildings than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for One and Two Living Units."

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, et cetera by the A.C.C. As to Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multi-family Structure) which shall be permitted. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a Multi-family structure. Provisions of ARTICLE XI shall control as to kind, shape, height, materials, et cetera in regard to all structures erected upon or moved upon Residential Lots.

5. Resubdivision. No lot so designated shall be resubdivided except upon written approval of the A.C.C.

6. Temporary Structures. No structure of a temporary character, bus, motor home, camper, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. Setbacks. No building shall be placed closer to the ways of access for vehicles than the setback line shown on a recorded subdivision plat, except where such requirement creates an undue hardship upon the

Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

8. Side Yards. Where Lots are zoned as Residential the following shall apply:

(a) A single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 7-1/2 feet, except where such restriction creates an undue hardship upon the Owner the A.C.C. may modify this restriction so as to alleviate the hardship.

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two lots involved.

(c) There shall be no requirement as to a side yard where Multi-family structures are involved, and subject to approval by the A.C.C., Multi-family structures may be constructed up to or upon the dividing lines between Lots.

The A.C.C. shall decide all questions relative to location of Commercial structures upon Lots where such structures are permitted subject to paragraphs numbered 4 and 7 hereof.

9. Land Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission of the A.C.C. is first obtained. Likewise, by written permission of the A.C.C. a boat dock or boat house may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

10. Construction of Buildings. The contractor, builder, person or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish the A.C.C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the A.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builders' risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

EXHIBIT 1

EXHIBIT

C

11. Time for Completion of Buildings. Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted.

(a) The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties, covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder, or Owner will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided the Developer and/or the Association shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Developer and/or the Association, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

12. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon or moved upon The Properties shall be in accordance with standards prescribed by the A.C.C., and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.

13. Sewage Disposal. No privately owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless the Association has indicated it will not make its sewer system available, and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

14. Water Supply. No privately owned water system shall be permitted upon any Lot or Parcel of

Land of The Properties covered by these Protective Covenants unless the Association has indicated it will not make its water system available and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

15. Outbuildings. Outbuildings or accessory buildings, such as garage, servants quarters or guest house, shall be permitted upon Lots upon which a Single Family Detached structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by nonservant or nonguest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multi-family structure, shall be entirely within the discretion of the A.C.C.

16. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

17. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the Association for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 1 square foot in area unless approved by the Architectural Control Committee;

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in subparagraph (a) above, shall be erected without the permit of the A.C.C.

19. Model Houses. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting and main-

taining Model Houses in any area zoned upon a recorded subdivision plat as Residential.

20. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties, without the approval of the Architectural Control Committee.

21. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and also will be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which the Association, a public authority or utility company is responsible.

22. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot or Parcel of Land of The Properties.

23. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel of Land of The Properties, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

24. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in appropriate containers and disposition of same shall be promptly.

25. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

26. Storage of Materials. The storage of building materials for a period of time in excess of three months

on any private Lot shall be prohibited unless said materials shall be incidental to the construction of a new residence as permitted by the A.C.C. Said materials shall include, but not necessarily be limited to lumber, timber, metal or waste materials. Upon notice by the Association the Property Owner shall have ten (10) days to remove said material. Pursuant to said notice and failure to comply, the Association shall have the right to remove said materials all at the cost of the Owner. Such cost and expenses incurred by the Association shall be paid to the Association upon demand in accordance with Article XII, Section 2 of the Declaration.

27. Storage of Derelict Vehicles. The storage of derelict vehicles on Private Lots and/or Common Property shall be prohibited. A derelict vehicle shall, except when stored in a garage or carport, be considered any motorized vehicle that is inoperable for a period of more than 30 days.

28. Parking or Storing of Vehicles on Residential Property. No bus, truck, recreation vehicle, motor home, camper, boat or trailer or other vehicle not normally or customarily used for personal or family transportation shall be parked or stored on any residential property for a period of time in excess of 72 hours, unless parked in an area approved by the A.C.C. for location and screening.

29. Parking or Storage of Commercial Vehicles. No vehicle used for commercial purposes, including but not limited to dump trucks, flat bed trucks, cargo vans, cargo trailers, and self powered construction equipment shall be parked or stored in a residential area other than for the purpose of accommodating work on the premises. This provision is not intended to include pickup trucks and vans up to 6,000 lbs. G.V.W. and normally used for personal or family transportation.

30. Enforcement. Any infraction of the terms of the Declaration, Protective Covenants or the Published Rules and Regulations of the Association by a member or a member of a member's household, may in addition to any legal recourse, result in the suspension of enjoyment rights of the member and the household of the member causing such infraction as authorized by Article VIII, Declaration, Section 3 (c).

31. Conflict. In the event of conflict between these Protective Covenants and the Declaration, the provisions of the Declaration shall prevail.

NOTE: This document is recorded in Book 653, Page 369 et seq., with amendments recorded in Book 1002, Page 746 and Vol. 1564, Page 653 et seq., of the records of Garland County, Arkansas, and in Book 155, Page 118 et seq., with amendments recorded in Book 247, Page 515 and Book 390, Page 381, et seq., of the records of Saline County, Arkansas.

ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS (the "Assignment") is made and entered into as of the date (the "Effective Date") the last of the Parties shall execute this Assignment, as such dates are set forth upon the signature pages hereof, by and between COOPER COMMUNITIES, INC., a Delaware corporation (referred to herein, together with any successors and assigns of Cooper Communities, Inc. as "Developer") and HOT SPRINGS VILLAGE PROPERTY OWNERS' ASSOCIATION, an Arkansas non-profit corporation ("POA"). Developer and POA are referred to herein from time to time collectively as the "Parties," and individually as "Party."

WITNESSETH:

WHEREAS, Developer is the developer of a gated community located in Garland and Saline Counties, Arkansas, known generally to the public as Hot Springs Village (the "Village"); and

WHEREAS, Developer executed on the 20th day of April, 1970, a Declaration (the "Declaration") with Protective Covenants (the "Protective Covenants") attached thereof as Exhibit 1 and forming a part of said Declaration, which Declaration was filed for record at 3:07 o'clock p.m. on the 20th day of April, 1970, in the office of the Circuit Clerk and Ex-Officio Recorder in and for Garland County, Arkansas, and is there recorded in Book 653, Page 369, et seq.; and

WHEREAS, Developer caused the Declaration and the Protective Covenants (as Exhibit 1 to the Declaration) to be filed for record at 2:30 o'clock p.m. on the 30th day of March, 1972, in the office of the Circuit Clerk and Ex-Officio Recorder in and for Saline County, Arkansas, and is there recorded in Book 155, Page 118 et seq.; and

WHEREAS, POA joined in said Declaration, as recorded in both Garland and Saline Counties, to indicate POA's agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, the Declaration and Protective Covenants set forth various duties and responsibilities of Developer and the POA; and

WHEREAS, the Parties acknowledge that Developer is the "Developer" under the Declaration; and

WHEREAS, by the terms of the Declaration and the Protective Covenants certain powers and responsibilities of Developer therein are assignable; and

WHEREAS, upon and subject to, the terms and conditions hereof, Developer and POA have agreed that Developer assign to the Board of Directors of POA certain of such powers and responsibilities;



28553J 4/9/2011



NOW, THEREFORE, in consideration of the above premises and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Assignment and Assumption of Power to Appoint A.C.C. Members.**
Under and pursuant to the terms and conditions of Article XIV, Section 4 of the Declaration:

- (a) Developer hereby assigns, transfer and conveys to the Board of Directors of POA all of Developer's powers and obligations set forth in Article XI of the Declaration regarding appointment of the members of the Architectural Control Committee ("A.C.C."), as such term is defined or alluded to in Article XI of the Declaration and Section 2 of the Protective Covenants, for the Village; provided, however, that POA agrees, as conditions precedent to the effectiveness of the assignment, transfer and conveyance set forth in this Section 1(a), to the following:
 - (i) Notwithstanding any contrary provision of this Assignment, POA shall not remove any member of the A.C.C. holding such office on the Effective Date the term of such member expires or otherwise terminates in accordance with the Charter of the A.C.C. in existence on the Effective Date.
 - (ii) From and after the Effective Date the POA shall at all times appoint members of the A.C.C. so that the A.C.C. shall always have at least three (3) members holding office and functioning as the A.C.C. for the Village;
 - (iii) POA waives and relinquishes any right to amend, waive, terminate, release or otherwise modify Sections 1 and 31 of the Protective Covenants;
 - (iv) Under and pursuant to Article XIV, Section 4 of the Declaration, from and after the Effective Date Developer is hereby immediately released and discharged, fully and forever, from any obligation to appoint members of the A.C.C. or, as to Developer's Board of Directors, to function, as to the Village, in the place of the A.C.C.
- (b) POA further hereby: (i) accepts such power and obligation; and (ii) assumes and agrees to perform, timely, fully and in accordance with the terms and conditions thereof, all of Developer's obligations of every kind and character regarding appointment of A.C.C. members.
- (c) POA hereby indemnifies and holds Developer harmless from and against any and all liabilities, claims or causes of action caused by or arising

directly or indirectly from POA's failure to appoint members of the A.C.C. or the actions of the A.C.C. from and after the Effective Date.

2. **Assignment and Assumption of Power to Amend, Rescind, or Add to the Protective Covenants.** Under and pursuant to the terms and conditions of Article XIV, Section 4 of the Declaration:

- (a) Developer hereby assigns, transfers and conveys to the Board of Directors of POA all of Developer's powers and obligations set forth in Section 3 of the Protective Covenants regarding the duty and obligation of the Board of Directors of Developer to amend, rescind, or add to the Protective Covenants for the Village; provided, however, that POA agrees, as conditions precedent to the effectiveness of the assignment, transfer and conveyance set forth in this Section 2, to the following:
 - (i) POA waives and relinquishes any and all rights and powers to amend, waive, terminate, release or otherwise modify Sections 1 and 31 of the Protective Covenants;
 - (ii) POA waives and relinquishes any and all rights and powers to amend, waive, terminate, release or otherwise modify the Protective Covenants in existence on the Effective Date on a basis whereby such Protective Covenants, as so modified, apply to any properties owned by Developer on the Effective Date;
 - (iii) POA agrees that from and after the Effective Date, POA shall not amend, rescind or add to the Protective Covenants in any manner that, directly or indirectly, applies or attempts to apply the Protective Covenants to any properties of Developer which Developer has not made subject to the Declaration under the procedure outlined in Article II, Sections 2(b) and (c) of the Declaration; and
 - (iv) Under and pursuant to Article XIV, Section 4 of the Declaration, Developer is hereby immediately released and discharged, fully and forever, from any obligation to amend, rescind, or add to the Protective Covenants for the Village.
- (b) POA further hereby: (i) accepts such powers and obligations; and (ii) assumes and agrees to perform, timely, fully and in accordance with the terms and conditions thereof all of the obligations of every kind and character of Developer concerning amending, rescinding, or adding to the Protective Covenants for the Village.
- (c) POA hereby indemnifies and holds Developer harmless from and against any and all liabilities, claims or causes of action caused by or arising

directly or indirectly from POA's amending, rescinding, or adding to the Protective Covenants for the Village from and after the Effective Date.

3. **Limited Assignments.** The Parties acknowledge and agree that:
 - (a) The assignments set forth and addressed in Sections 1 and 2 of this Assignment are limited by their express terms; and
 - (b) Except as is expressly and explicitly set forth in this Assignment and previous Assignments, Developer retains, and does not assign, in whole or in part, any of its other powers, rights, duties and obligations under the Declaration or the Protective Covenants, both in and of themselves and as to all properties owned or hereafter acquired by Developer, and that all such rights, reservations and abilities remain assignable to third parties in accordance with the terms and conditions of the Declaration; and
4. **Miscellaneous Provisions.**
 - (a) **Specific Performance.** Either Party shall be entitled to seek, in the event of a default by the other Party, the judicial remedy of specific performance.
 - (b) **Invalid Provisions.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remainder of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision prior its modification.
 - (c) **Notices.** Any notices required or permitted to be given under this Assignment (and, unless otherwise expressly provided therein, under any document delivered pursuant to this Assignment) shall be given in writing and shall be deemed received: (i) when personally delivered to the relevant Party as such Party's address as set forth on the signature pages hereof; (ii) if sent by mail (which must be certified or registered mail, postage prepaid), when received or rejected by the relevant Party at such party's address set forth on the signature pages hereof, or (iii) if sent by facsimile transmission, when confirmation of delivery is received by the sending Party.

Each Party may change its address for notice by proper notice to the other Parties:


- (d) **Expenses.** Except as otherwise expressly provided herein, each of the Parties shall pay all expenses incurred by such Party in preparing to consummate and consummating the transactions provided for herein.

- (e) **Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but will not be assignable or delegable by any Party without the prior written consent of the other Party.
- (f) **Waiver.** No failure or delay on the part of any Party in exercising any right, power or privilege hereunder or under any of the documents delivered in connection with this Assignment shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof or the exercise of any other right, power or privilege.
- (g) **Entire Assignment.** This Assignment (including the Exhibits to this Assignment) supersedes any other agreement, whether written or oral, that may have been made or entered into by any Party or any of their respective Affiliates (or by any director, officer or representative thereof) relating to the matters contemplated hereby. This Assignment (together with the Exhibits) constitutes the entire agreement by and among the Parties and there are no agreements or commitments by or among such Parties except as expressly set forth herein.
- (h) **Amendments and Supplements.** This Assignment may be amended or supplemented at any time only by additional written agreements signed by the Parties.
- (i) **No Third Party Beneficiaries.** No person or entity not a Party to this Assignment shall be deemed to be a third Party beneficiary hereunder or entitled to any rights hereunder.
- (j) **Further Assurances.** From time to time, as and when requested by any Party, the other Parties will execute and deliver, or cause to be executed and delivered, all such documents and instruments as may be reasonably necessary to consummate the transactions contemplated by this Assignment.
- (k) **Governing Law.** This Assignment, including, without limitation, the interpretation, construction and validity hereof, shall be governed by the laws of the State of Arkansas.
- (l) **Execution in Counterparts.** This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- (m) **Titles and Headings.** Titles and headings to sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

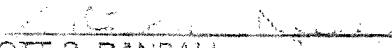

- (n) **Certain Interpretive Matters and Definitions.**
- (i) Unless the context otherwise requires: (aa) all references to Sections, Articles or Schedules are to Sections, Articles or Schedules of or to this Assignment, (bb) each term defined in this Assignment has the meaning assigned to it, (cc) words in the singular include the plural and vice versa, (dd) the term "person" means any natural person or entity; (ee) the words "herein", "hereof", "hereunder" and words of like import shall refer to this Assignment as a whole and not to any particular section or subdivision of this Assignment; and (ff) the words "include", "includes" and "including" are not limiting. All references to "\$" or dollar amounts will be to lawful currency of the United States of America.
- (ii) No provision of this Assignment will be interpreted in favor of, or against, either of the Parties by reason of the extent to which either such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.
- (o) **No Recourse.** Notwithstanding any of the terms or provisions of this Assignment, each Party agrees that neither Party nor any person acting on such Party's behalf may assert any claims or cause of action against any officer, director, stockholder, member or equity owner of the other Party in connection with or arising out of this Assignment or the transactions contemplated hereby unless the liability for such claims or causes of action are set forth in writing, such as, but not limited to, a guaranty unless the liability for such claims or causes of action are set forth in writing, such as, but not limited to, a guaranty.
- (p) **No Offer.** The submission of this Assignment for signature by either Party shall not be deemed an offer, nor shall either Party have any rights arising therefrom unless and until this Assignment is fully executed by a duly authorized representative of both Parties.
- (q) **Construction.** The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this Assignment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Assignment or any amendments or schedules hereto.
- (r) **Time.** Time is of the essence in this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed and delivered effective as of the Effective Date noted herein.

COOPER COMMUNITIES, INC.
903 North 47th Street
Rogers, Arkansas 72756

By: 
JOHN A. COOPER, III, President
Dated: April 5, 2011

HOT SPRINGS VILLAGE PROPERTY
OWNERS' ASSOCIATION
896 DeSoto Boulevard
Hot Springs Village, Arkansas 71909

By: 
SCOTT S. RANDALL,
General Manager
Dated: 

FILED
SALINE COUNTY
CIRCUIT CLERK

2015 MAY -1 PM 2:07

AMENDMENT TO THE PROTECTIVE COVENANTS OF
THE HOT SPRINGS VILLAGE DECLARATION
OF COVENANTS AND RESTRICTIONS

Jeannie Pike -Circuit Clerk
Garland County, AR
Term/Cashier: CASH2/CARDACE MUZNY
05/01/2015 10:29AM
LAW Fees: \$75.00

Book 3641 Page 190

BY: At

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original developer of Hot Springs Village, namely, Cooper Communities, Inc., did on the 5th day of April, 2011, enter into an Assignment and Assumption of developer rights with the Hot Springs Village Property Owners' Association, an Arkansas Non-Profit Corporation; and

WHEREAS, the purpose of said Assignment and Assumption was to (1) transfer the developer's rights, powers, and obligations in Article XI of the Declaration and its right to appoint members to the Architectural Control Committee of HSVPOA; and (2) to transfer to the HSVPOA all of the developer's powers and obligations of the developer's Board of Directors to amend, rescind, or add to the Protective Covenants as set out in Section 3 of the Protective Covenants; and

WHEREAS, in the exercise of such Assignment and Assumption, Hot Springs Village Property Owners' Association has appointed new members to the Architectural Control Committee; and

WHEREAS, the Board of Directors of the Hot Springs Village Property Owners' Association has solicited opinions, studies, etc. from its committees and from the members at large, and determined some cleanup and changes to the Protective Covenants was in order;

NOW, THEREFORE, the President and Secretary of the Hot Springs Village Property Owners' Association hereby certifies that the following changes to the Hot

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Springs Village Protective Covenants were ratified and approved by the Board of Directors of Hot Springs Village Property Owners' Association on May 21, 2014:

Paragraphs 1, 3, 4, 5, 7, 8(a) and 9 are amended to read as follows:

1. Application. These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to Existing Properties unless the Developer shall specifically exempt from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

3. Amendment, Rescission or Additions. The POA Board of Directors, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plat of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as residential less restrictive for the construction of residential buildings than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for One and Two Living Units."

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, et cetera by the A.C.C. As to Lots designated as Residential Lots upon a recorded

subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multi-family Structure) which shall be permitted. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a Multi-family structure. Provisions of ARTICLE XI shall control as to kind, shape, height, materials, et cetera in regard to all structures erected upon or moved upon Residential Lots. Notes on all recorded subdivision plats can only be modified by the POA Board of Directors and A.C.C.

5. Resubdivision. No lot so designated shall be resubdivided, except when replatted by the POA Board of Directors after written approval of the A.C.C.

7. Setbacks. No building shall be placed closer to the right-of-way access for vehicles than the setback line shown on a recorded subdivision plat, except where such requirement creates an undue hardship upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

8. Side Yards. Where Lots are zoned as Residential the following shall apply:

(a) A single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 7-½ feet, except where such restriction creates an undue hardship upon the Owner. A.C.C. may modify this restriction so as to alleviate the hardship.

9. Land Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be

placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission of the A.C.C. is first obtained. With written permission of the A.C.C. a boat dock may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

FURTHERMORE, paragraphs 11(b), 15(an addition), 17, 18, and 19 are amended as follows:

11. Time for Completion of Buildings. Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties, covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder, or Owner, will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided, the Association shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Association, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

15. Outbuildings. Outbuildings or accessory buildings, such as garage, servants quarters or guest house, shall be permitted upon Lots upon which a Single Family Detached structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by non-servant or non-guest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings.

Outbuildings such as garages, storage sheds, workshops, gazebos, or swimming pools will not be permitted on any undeveloped lot in a residential zone. A.C.C. can provide an exception to this rule provided there already exists a private residence and the outbuilding or pool that is being permitted on the adjacent lot is constructed across

the property lines of both lots or connected by a wall, which must be approved by A.C.C.

Private residences can be built on more than one lot provided the foundation crosses the property lines of each adjoining lot. POA dues shall be required for each lot.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multi-family structure, shall be entirely within the discretion of the A.C.C.

17. Sign Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

- (a) Signs erected by the POA;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 3 square feet in area unless approved by the A.C.C.

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in subparagraph (a) above, shall be erected without the permit of the A.C.C.

19. Model Houses. No provision of these Protective Covenants shall preclude the Developer or other qualified home builders in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned upon a recorded subdivision plat as Residential.

ALSO, paragraphs 20, 22, 23, 24, 27, 28, 29, 30 and 32 are amended as follows:

20. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties, without the approval of the A.C.C.

22. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot or Parcel of Land of The Properties or conditions that violate State or Federal laws, County Ordinances or POA Board Policies.

23. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or Parcel of Land of The Properties, except that

registered dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

24. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in appropriate sealed containers stored out of sight from the street, within a carport or in an area approved by the POA; placed at the curb no earlier than the day before collection; and removed from the curb within 24 hours of collection.

27. Storage of Derelict Vehicles. The storage of derelict vehicles on Private Lots and/or Common Property shall be prohibited unless stored in a garage or carport. Any motorized vehicle which is inoperable shall be considered as derelict. If the vehicle is located on a private lot the vehicle owner and/or the lot owner may be held responsible for non-compliance. If such vehicle is located on common property the POA may remove the vehicle to a storage area. Towing and storage charges will be the responsibility of the vehicles owner.

28. Parking or Storing of vehicles on Residential Property. No bus, truck, recreation vehicle, motor home, camper, boat, trailer (except golf cart trailer) or other vehicle not normally or customarily used for personal or family transportation shall be parked or stored (unless in a carport or garage) on or near any residential property for a period of time in excess of 72 hours in a two week period, unless parked in an area approved by the A.C.C. for location and screening.

29. Parking or Storage of Commercial Vehicles. No vehicle used for commercial purposes, including but not limited to dump trucks, flat bed trucks, cargo,

vans, cargo trailers, and self powered construction equipment shall be parked or stored (unless in a carport or garage) in a residential area other than for the purpose of accommodating work on the premises. This provision is not intended to include pickup trucks and vans up to 6,000 lbs. G.V.W. and normally used for personal or family transportation.

30. Enforcement. Any infraction of the terms of the Declaration, Protective Covenants or the Policies, Rules and Regulations of the Association by a member or a member of a member's household, may in addition to any legal recourse, including those remedies set forth elsewhere in the Declaration, Board Policy (fines), State or Federal laws or County Ordinances, result in the suspension of enjoyment rights of the member and the household of the member causing such infraction as authorized by Article VIII, Declaration, Section 3(c).

32. Conflict. In the event of conflict between these Protective Covenants and the Declaration, the provisions of the Declaration shall prevail.

The following new paragraph is an addition to the Protective Covenants:

31. Overlay Zones. All protective covenants are enforceable with the exception of areas designated as an Overlay Zone. Overlay zones outline specific requirements for a clearly defined area. These requirements may vary among different overlay zones depending on the specific objectives for the area.

NOTE: A fully amended copy of Protective Covenants is attached hereto.

IN WITNESS WHEREOF, the President and Secretary of the Hot Springs Village Property Owners' Association, an Arkansas Non-Profit Corporation, has set their hands and seals to this Amendment on this 30 day of April, 2015.

HOT SPRINGS VILLAGE PROPERTY OWNERS' ASSOCIATION,
An Arkansas Non-Profit Corporation

By: Harvey Shelton
HARVEY W.C. SHELTON,
President

ATTEST:
By: David Twiggs
DAVID TWIGGS,
Secretary

STATE OF ARKANSAS)
) SS ACKNOWLEDGMENT
COUNTY OF GARLAND)

BE IT REMEMBERED, that before me, the undersigned, a Notary Public duly commissioned and acting within and for the County and State aforesaid, personally appeared, HARVEY W.C. SHELTON and DAVID TWIGGS, respectively, to me well known as the President and Secretary of Hot Springs Village Property Owners' Association, to me well known as the individuals in the above Amendment to the Protective Covenants of the Hot Springs Village Declaration of Covenants and Restrictions who acknowledged to me that they had executed same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public on this 30 day of April, 2015.

Dixie Wright
NOTARY PUBLIC



COMMISSION EXPIRES:
3-1-2022

PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to existing Properties unless the Developer shall specifically exempt from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

2. Architectural Control Committee. When the Architectural Control Committee hereinafter referred to as A.C.C., is alluded to in these Protective Covenants, it shall mean either the Board of Directors of the Hot Springs Village Property Owners Association ("POA") or the Architectural Control Committee appointed by the Board of Directors of the POA pursuant to the assignment, transfer and conveyance to the POA by Cooper Communities, Inc. ("CCI") of CCI's powers under ARTICLE XI of the Declaration. The Provisions of ARTICLE XI of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and ARTICLE XI of the Declaration.

3. Amendment, Rescission or Additions. The POA Board of Directors its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive for the construction of residential buildings than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for One and Two Living Units."

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, et cetera by the A.C.C. As to Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multi-family Structure) which shall be permitted. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a Multi-family structure. Provisions of ARTICLE XI shall control as to kind, shape, height, materials, et cetera in regard to all structures erected upon or moved upon Residential Lots. Notes on all recorded subdivision plats can only be modified by the POA Board of Directors and A.C.C.

5. Resubdivision. No lot so designated shall be resubdivided except when replatted by the POA Board of Directors after written approval of the A.C.C.

6. Temporary Structures. No structure of a temporary character, bus, motor home, camper, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. Setbacks. No building shall be placed closer to the right-of-way access for vehicles than the setback line shown on a recorded subdivision plat, except where such requirement creates an undue hardship upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

8. Side Yards. Where Lots are zoned as Residential the following shall apply:

(a) A Single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 7-1/2 feet, except where such restriction creates an undue hardship upon the Owner. A.C.C. may modify this restriction so as to alleviate the hardship.

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other; or said common wall may be entirely upon one of the two lots involved.

(c) There shall be no requirement as to a side yard where Multi-family structures are involved, and subject to approval by the A.C.C., Multi-family structures may be constructed up to or upon the dividing lines between Lots.

The A.C.C. shall decide all questions relative to location of Commercial structures upon Lots where such structures are permitted subject to paragraphs numbered 4 and 7 hereof.

9. Land Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission of the A.C.C. is first obtained. With written permission of the A.C.C. a boat dock may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

10. Construction of Buildings. The contractor, builder, person or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish the A.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builder's risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

EXHIBIT I

11. Time for Completion of Buildings. Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted.

(a) The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties, covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder, or Owner, will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided the Association shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Association, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

12. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon or moved upon The Properties shall be in accordance with standards prescribed by the A.C.C. and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.

13. Sewage Disposal. No privately owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless the Association has indicated it will not make its sewer system available, and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

14. Water Supply. No privately owned water system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless the Association has indicated it will not make its water system available and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

15. Outbuildings. Outbuildings or accessory buildings, such as garage, servants quarters or guest house, shall be permitted upon Lots upon which a Single Family Detached

structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by non-servant or non-guest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings.

Outbuildings such as garages, storage sheds, workshops, gazebos, or swimming pools will not be permitted on any undeveloped lot in a residential zone. A.C.C. can provide an exception to this rule provided there already exists a private residence and the outbuilding or pool that is being permitted on the adjacent lot is constructed across the property lines of both lots or connected by a wall, which must be approved by A.C.C.

Private residences can be built on more than one lot provided the foundation crosses the property lines of each adjoining lot. POA dues shall be required for each lot.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multi-family structure, shall be entirely within the discretion of the A.C.C.

16. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections," shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

17. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the POA;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 3 square feet in area unless approved by the A.C.C.

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C.

and no such sign, except as provided in subparagraph (a) above, shall be erected without the permit of the A.C.C.

19. Model Houses. No provision of these Protective Covenants shall preclude the Developer or other qualified home builders in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned upon a recorded subdivision plat as Residential.

20. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties, without the approval of the A.C.C.

21. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and also will be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which the Association, a public authority or utility company is responsible.

22. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot or Parcel of Land of The Properties or conditions that violate State or Federal laws, County Ordinances or POA Board Policies.

23. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or Parcel of Land of The Properties, except that registered dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

24. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in appropriate sealed containers stored out of sight from the street, within a carport or in an area approved by the POA; placed at the curb no earlier than the day before collection; and removed from the curb within 24 hours of collection.

25. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

26. Storage of Materials. The storage of building materials for a period of time in excess of three months on any private Lot shall be prohibited unless said materials shall be incidental to the construction of a new residence as permitted by the A.C.C. Said materials shall include, but not necessarily be limited to lumber, timber, metal or waste materials. Upon notice by the Association the Property Owner shall have ten (10) days to remove said material. Pursuant to said notice and

failure to comply, the Association shall have the right to remove said materials all at the cost of the Owner. Such cost and expenses incurred by the Association shall be paid to the Association upon demand in accordance with Article XII, Section 2 of the Declaration.

27. Storage of Derelict Vehicles. The storage of derelict vehicles on Private Lots and/or Common Property shall be prohibited unless stored in a garage or carport. Any motorized vehicle which is inoperable shall be considered as derelict. If the vehicle is located on a private lot the vehicle owner and/or the lot owner may be held responsible for non-compliance. If such vehicle is located on common property the POA may remove the vehicle to a storage area. Towing and storage charges will be the responsibility of the vehicles owner.

28. Parking or Storing of Vehicles on Residential Property. No bus, truck, recreation vehicle, motor home, camper, boat, trailer (except golf cart trailer) or other vehicle not normally or customarily used for personal or family transportation shall be parked or stored (unless in a carport or garage) on or near any residential property for a period of time in excess of 72 hours in a two week period, unless parked in an area approved by the A.C.C. for location and screening.

29. Parking or Storage of Commercial Vehicles. No vehicle used for commercial purposes, including but not limited to dump trucks, flat bed trucks, cargo vans, cargo trailers, and self powered construction equipment shall be parked or stored (unless in a carport or garage) in a residential area other than for the purpose of accommodating work on the premises. This provision is not intended to include pickup trucks and vans up to 6,000 lbs. G.V.W. and normally used for personal or family transportation.

30. Enforcement. Any infraction of the terms of the Declaration, Protective Covenants or the Policies, Rules and Regulations of the Association by a member or a member of a member's household, may in addition to any legal recourse, including those remedies set forth elsewhere in the Declaration, Board Policy (fines), State or Federal laws or County Ordinances, result in the suspension of enjoyment rights of the member and the household of the member causing such infraction as authorized by Article VIII, Declaration, Section 3 (c).

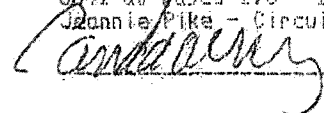
31. Conflict. In the event of conflict between these Protective Covenants and the Declaration, the provisions of the Declaration shall prevail.

32. Overlay Zones. All protective covenants are enforceable with the exception of areas designated as an Overlay Zone. Overlay zones outline specific requirements for a clearly defined area. These requirements may vary among different overlay zones depending on the specific objectives for the area.

Adopted by B.O.D. 5-21-14

Garland County, AR
I certify this instrument was
filed on 05/01/2015 10:29AM
and recorded in DEED Book
3641 at pages 190 - 202

Jeannie Pike - Circuit Clerk

 by DC

ORDER OF BUSINESS
HSV POA BOARD OF DIRECTORS' MEETING
WED., April 18, 2018 9:00 A.M.

OUACHITA BUILDING

The POA Board has adopted Rules of Decorum for all meetings.

1. Call to Order
2. Prayer – Bob Cunningham
3. Pledge of Allegiance
4. Introduction of Guests
5. Approval of Order of Business
6. Consent Agenda
 7. 03-21-18 Regular Meeting Minutes, 3-20-18, 3-30-18 and 4-10-18 Executive Session Minutes
 8. Standing Committee Minutes – ACC 03-01-18 and 03-15-18; GAC 03-02-18; Golf 03-15-18; Lakes 03-14-18; Public Works/Utilities 02-22-18; Recreation 03-12-18; Trails 03-20-18
 9. 401k Board Resolution
 10. Certification of Board Election
 11. Appointments to Lakes Committee
12. Chairman's Report – John Weidert
13. Board Member Comments
14. CEO/Financial Report – Lesley Nalley
 - a. 2017 Audit Report – Lindsey Baker – EGP PLLC
15. COO Report – Linda Mayhood
16. Questions & Comments from the Audience Concerning Agenda Items

CURRENT BUSINESS

17. Comprehensive Master Plan – Tom Weiss
18. Declaration Amendments – Tom Weiss
19. Revisions to Chapter 1, Article 1 Personnel Policy, and Article 7 Management Policy – Tom Weiss
20. Outdoor Pool – Bill Roe

NEW BUSINESS

None

21. Comments & Questions from Audience
22. Adjournment

ORGANIZATIONAL MEETING

23. Resolution of Appreciation for John Weidert, Marcy Mermel, George Parker – Lesley Nalley
24. Oath of Office to New Board Members – Lesley Nalley
25. Election of 2018-19 Officers – Lesley Nalley
26. Appointment of Board Liaisons – Board Chairman
27. Signing of Indemnification Agreement – Linda Mayhood
28. Adjournment



REGULAR MEETING OF THE
HOT SPRINGS VILLAGE
PROPERTY OWNERS' ASSOCIATION
BOARD OF DIRECTORS
9:00 A.M., WED. APRIL 18, 2018
OUACHITA BUILDING

A regular meeting of the Hot Springs Village Property Owners' Association Board of Directors was held at 9:00 a.m., Wednesday, April 18, 2018 at the Ouachita Building of the Ponce de Leon Center.

Board members attending were: Chairman John Weidert, Vice Chairman Tom Weiss, Directors Bob Cunningham, Mike Medica, Marcy Mermel, George Parker, Bill Roe Jr., Lesley Nalley, CEO; and Linda Mayhood, COO.

Attending from staff were: Liz Mathis, Controller; Kevin Sexton, Dir. of Tourism and Community Affairs, J, Stephanie Heffer, Dir. of Placemaking and Development; Cheryl Dunson, Dir. of Sales; Tom Heffer, Dir. of Golf; Stacy Hoover, Dir. of Recreation; Tony Rather, Fleet Mgr; Shawnee Cooper, Dir. of Human Resources; Renee Haugen, Dir. of Real Estate Acquisition & Member Services; Mike Sykora, Sup. Buildings & Grounds; Kate Chagnon, Communications Mgr.; and Ella Scotty, Executive Assistant.

Also attending: Lewis Delavan, Village Voice and Pamela Ray, KVRE.

Approximately 200 people were in the audience.

- Call to Order: Chairman Weidert called the meeting to order at 9 a.m.
- Prayer/Pledge of Allegiance: Director Cunningham gave the prayer, and the pledge of allegiance was led by Director Parker.
- Introduction of Guests: Mickey Gates, State Representative; Jodi Latham, Cooper Communities
- Approval of Order of Business: Chairman Weidert asked for a motion to approve the Order of Business. Director Roe MOVED to approve the Order of Business, Director Medica SECONDED. Director Mermel MOVED to add under New Business item 20.5 Broadband. Director Cunningham SECONDED and the MOTION was unanimously APPROVED. The Order of Business was unanimously APPROVED, as amended.
- Consent Agenda: Chairman Weidert presented the Consent Agenda items consisting of: Minutes of the 03-21-18 regular meeting, 3-30-18 and 4-10-18 executive session; Standing Committee Minutes: ACC 03-01-18 and 03-15-18; Golf 03-15-18; GAC 03-02-18; Lakes 03-14-18, Public Works/Utilities 2-22-18; Recreation 03-12-18; and Trails 03-20-18; 401k Board Resolution; Certification of Board Election; Appointments to Lakes Committee. As no objections were heard, the Consent Agenda was APPROVED.
- Chairman's Report: Chairman Weidert
- Presented the 2018 Chairman's award to Tom Heau.
 - Chairman called upon Board members for comments.
- Board Member Comments: Director Cunningham expressed his gratitude to Directors Parker, Mermel and Chairman Weidert, and stated, we all appreciate their

efforts.

Director Medica also expressed his appreciation to Weidert, Parker, and Mermel. He thanked one member for a well thought out email to the Board. In golf news, outside golf package play is slightly above last year for ytd March and internal package bookings are \$15k ahead of last year.

Director Roe thanked Weidert, Mermel and Parker for their contributions over the last few years.

Vice Chairman Weiss thanked Mermel, Parker and Weidert for the last few years. He also said he was encouraged by the number of people in attendance and that their involvement means a lot to the Board.

Director Mermel stated truth is always the answer, always has to be told, and we have to let our light shine on it for the Village. It's about listening, responding, and leadership. She wished the incoming board members, Buddy, Cindi, and Nancy good luck and Godspeed. Mermel said she was humbled by the honor to have served for the past three years.

Director Parker said the last three years have been exciting and rewarding period and he will miss it. Over the past few years Board members have conducted business in a professional manner and always in the best interest of the Village. He thanked Lesley Nalley and her staff, and the committee members he has worked with.

Chairman Weidert said it has been an honor to serve on the Board for the last three years. To have been voted in by his peers to serve as chairman is something he will carry with him for a lifetime. He commended staff for their expertise and professionalism, and for continually making each maneuver, per goal, to do the absolute best for our property owners and stakeholders. One of his first goals was to make sure to put HSV community and corporate ties front and center. To achieve that end we set up the Governance Committee. The committee is tasked with ensuring board members pay special attention to their fiduciary duties. Doing this we ensure specific lines of governance and operational responsibilities are not crossed. HSV is led from a governance and operational standpoint in the most effective way possible. Weidert would like to see each of us to take the important ownership step of HSV. For HSV to be successful now and in the future demands alignment of the board members, POA leadership and property owners alike. We need to rally around our common mission, and vision and structured plan for achieving our enterprise goal of creating & protecting value through sustainable growth of this Village.

2017 Audit Report:

presented the 2017 Audit Report. The highlights of the report showed no deficiencies and no corrected misstatements.

Liz Mathis, Controller, shared a five-year look at our audit reports and spoke of significant efforts made over the past five years to improve financial processes and internal controls. The 2017 Financial Audit represents the culmination of those improvements and sets a new standard for HSVPOA's financial management. There were no corrected misstatements, no significant deficiencies and no notes on internal control concerns. Mathis gave special thanks to Kim Lambert and the Accounting team and Eric Hefley and the IT team for their diligence since the 2015 software launch to ensure our audits and practices were improved. The Total e conversion was one of the main drivers of the findings in previous years being eliminated.

Nalley gave the CEO report and discussed the March 2018 Financials.

2017 Audit Report:
COO Report:

Linda Mayhood presented the COO report.

Questions from Audience regarding agenda items:

- Several members commented in opposition of the pool project
- Several members commented in favor of the pool project
- Several members commented on the Comprehensive Master Plan
- A member commented on Assessment fees and infrastructure.
- A few members commented on declaration changes and governing documents.
- A member commented on financial reporting and the personnel manual
- Two members commented on the Board
- A member commented on the CEO's accomplishments

CURRENT BUSINESS

Comprehensive Master Plan:

Vice Chairman Weiss MOVED to adopt the Comprehensive Master Plan based with the following understanding:

- 1) The CEO's CMP is aligned with and provides a viable strategy for achieving the association's Mission, Vision and Overall Enterprise Goal.
- 2) The CMP and Development Code documents satisfactorily meet the 18 stated deliverables
- 3) Language in both documents is being adopted with understanding that revisions to other governing and operational documents including Declaration, Protective Covenants, Bylaws, Policies, committee charters are forthcoming and required to ensure maximum return on

CMP investment

- 4) Referenced or implied Declaration changes require a property owner vote
- 5) The annual budgeting process and operational spending authority levels will guide implementation
- 6) A 3-year implementation plan will be presented by the CEO in June to kick off the 2019 Budget Planning process, and as in past years, the budget will include input from property owners, committees and management
- 7) A standing CMP Steering Committee will be appointed in May following a charter recommendation by the CEO & Director of Placemaking & Development.
- 8) The attached revisions, which came from further property owner, staff and committee input will be incorporated.

Director Cunningham SECONDED. Discussion followed.

Director Roe MOVED to amend the MOTION delaying the vote for 30 days. Director Mermel SECONDED. Discussion followed. The MOTION to amend failed 4-2 with Directors Roe and Mermel voting in favor and Vice Chairman Weiss, Directors Cunningham, Medica, and Parker voting against.

Director Mermel MOVED to AMEND the MOTION to strike and rephrase to read to ...confirm receipt of all deliverables, accept the CMP as the final product and anticipate future adoption of portions, sections and projects as suggested by operations for Board approval to proceed. Director Roe SECONDED. Discussion followed. Directors Roe, Mermel and Medica voted in favor and Vice Chairman Weiss, Directors Cunningham, and Parker voted against. Chairman Weidert voted against to break the tie vote. The MOTION FAILED 4-3.

The original MOTION was approved 4-2 with Vice Chairman Weiss, Directors Cunningham, Medica and Parker voting in favor and Directors Roe and Mermel voting against.

Declaration Amendments:

Vice Chairman Weiss MOVED to proceed with a property owner vote on Declaration & Articles of Incorporation Amendments, per the attached redlined verbiage to be held in November 2018. Those specific articles are:

- 1) Art II, Sections 2 & 3, Additions to Existing Property
- 2) Art III, Section 2, Voting Rights (See also item 10 below)
- 3) Art VI, Sec. 1 Water & Sewer System
- 4) Art VI, Sec. 2 Ways of Access for Vehicles
- 5) Art VI, Sec. 3 Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots
- 6) Art VIII, Sec. 3(c) Extent of Members' and Associate Members' Easements (Suspension of Use Rights)
- 7) Art VIII, Sec. 3(i) Extent of Members' and Associate Members' Easements (Dedication or Transfer of Common

Properties)

- 8) Art VIII, new Sec. 3(j) Extent of Members' and Associate Members' Easements (Sale/Abandonment of Common Prop)
- 9) Art X, Sec. 3 Basis and Maximum of Annual Assessments
- 10) Art X, Secs. 4, 5 & 6 Special Assessments for Capital Improvements/Increase in Annual Assessment with Vote of Members, and Notice and Quorum for Actions under Secs. 4 & 5
- 11) Art XI, Sec. 1 Review by Committee
- 12) Art XIV, Sec 1 Duration & Amendment
- 13) Articles of Incorporation

Director Cunningham SECONDED. Discussion followed.

Director Mermel MOVED to amend the MOTION to have three classes of voting. Class A to remain as is indicating this is for unimproved properties to have one vote, and add a Class C for improved properties to have two votes. The MOTION to amend was not SECONDED, therefore, the MOTION FAILED.

Director Mermel MOVED to amend Article X, Section 2. (Basis and Maximum of Annual Assessments) to read up to 3.2% per year with a cap of \$100. The MOTION to amend was not SECONDED, therefore, the MOTION FAILED.

Director Mermel MOVED to amend Article XI, Section 1 (d) second sentence to read, The rules and procedures may require payment by the applicant of review costs and fees to be established by the Architectural Control Committee and approved by the Board of Directors. Director Roe SECONDED and the MOTION was unanimously APPROVED.

Director Mermel MOVED to amend the MOTION to add item 14) Election voting in which property owners may use their votes in any way they like. Discussion followed. The MOTION to amend was not SECONDED, therefore, the MOTION FAILED.

The original MOTION to proceed with a property owner vote on Declaration & Articles of Incorporation Amendments, per the attached redlined verbiage, as amended, to be held in November 2018 was unanimously APPROVED.

Revisions to Chapter 1, Art. 1
Personnel Policy and Art. 7
Management Policy:

Vice Chairman Weiss MOVED to approve revisions to Chapter 1, Article 1, Personnel Policy and Article 7 Management Policy as presented. Director Cunningham SECONDED. Discussion followed.

Director Mermel MOVED to amend Article 1, Section 8 to reversing the striking of *hiring of Division Directors with the Board of Directors prior to final action*. The MOTION to amend

was not SECONDED, therefore, the MOTION FAILED.

Director Mermel MOVED to amend Article 1 Section 10 to read "The annual performance of the CEO will be administered and maintained by the Board of Directors." Director Roe SECONDED and the MOTION was unanimously APPROVED, as amended.

Outdoor Pool Project:

Director Roe MOVED to approve a project budget not to exceed \$1,161,000 for the design and construction of a new outdoor pool with Carrouters Construction Company LLC to be funded with \$700,000 in carryover funds from the 2017 Capital Budget allocation, the remaining amount, \$461,000 to be funded through fundraising and released escrow, and authorize the CEO to execute the related design-build contract ensuring the depth and components listed below.

Features: This includes an approximate 3,000 square foot single pool structure with zero entry, bubblers, bench seating, swim lesson area, maximum depth of 8' 6", 5,000+ square feet of deck space, shade shelter, clubhouse with snack bar, storage, check-in, and restrooms, outdoor showers, lockers, seating and loungers. Director Parker SECONDED. Discussion followed.

Director Mermel MOVED to table the vote on the pool project. Director Roe SECONDED. Directors Mermel, Roe and Medica voted in favor and Vice Chairman Weiss, Directors Cunningham and Parker voted against the motion, resulting in a tie vote. Chairman Weidert voted against the motion, breaking the tie. The MOTION FAILED 4-3.

A vote was held on the original MOTION, the Board voted unanimously in opposition of the MOTION. MOTION FAILED.

NEW BUSINESS

Broadband:

Director Mermel discussed the challenges of broadband and suggested in lieu of paying the DeSoto Club debt, to invest the money for broadband. Director Medica and Chairman Weidert advised that the Governmental Affairs Committee is working on broadband and has an upcoming meeting with a company from Fort Smith. Lesley Nalley stated that it is a mistake to divert \$800+ on a project that is not already designed.

Questions/Comments-Audience:

A member commented on broadband and cell phone service.

Adjournment:

Director Cunningham MOVED to adjourn, Director Roe SECONDED, and the MOTION was unanimously APPROVED. The meeting was adjourned at 1:18 p.m.

ORGANIZATIONAL MEETING

Resolution of Appreciation Retiring Board Members:

Lesley Nalley presented a resolution of appreciation and gift to retiring Board members John Weidert, Marcy Mermel, and George Parker.

Oath of Office to New Board Members:

Lesley Nalley gave the Oath of Office to new Board members Nancy Luehring, Buddy Dixon, and Cindi Erickson.

Election of 2018-19 of Board Officers:

Lesley Nalley conducted election of 2018-19 Board officers by majority vote.

Nominations for Chairman:

Director Cunningham nominated Tom Weiss for Board Chairman

Nominations for Vice Chairman:

Director Medica nominated Bob Cunningham

Director Luehring nominated Mike Medica

Nominations for Secretary:

Tom Weiss nominated Linda Mayhood for Secretary. As no additional nominations were made Linda Mayhood was appointed Secretary.

Nominations for Treasurer:

Bob Cunningham nominated Lesley Nalley for Treasurer. As no additional nominations were made Lesley Nalley was appointed Treasurer.

The directors submitted written votes for election of Chairman and Vice Chairman. Results are as follows:

- Chairman - Tom Weiss
- Vice Chairman - Bob Cunningham

Appointment of Board Liaisons:

Chairman Weiss appointed Board Liaisons/Committee Chairs for 2018-19 as follows:

Standing Committee Liaisons:

- Administrative Fines Appeals – Director Roe
- Architectural Control – Director Dixon
- Golf – Director Medica
- Governmental Affairs – Chairman Weiss
- Lakes – Director Erickson
- Public Works/Utilities – Vice Chairman Cunningham
- Recreation – Director Luehring
- Trails – Director Luehring
- Ad hoc Fees – Director Roe

Committee Chairs:

- Audit Committee – Director Luehring
 - Governance Committee – Director Erickson
 - Board Member Recruitment – Vice Chairman Cunningham
- Parliamentarian – Director Luehring

Signing of Indemnification Agreement:

Linda Mayhood presented an Indemnification Agreement, which was signed by all Board members.

Adjournment:

Director Luehring MOVED to adjourn. Director Medica SECONDED and the MOTION was unanimously APPROVED. The meeting was adjourned at 1:44 p.m.

Chairman

Secretary

HOT SPRINGS VILLAGE PROTECTIVE COVENANTS

[ADOPTED: APRIL 18, 2018]



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1. GENERAL

Paragraphs 1 and 31 of the Protective Covenants, dated 5-21-14, have been preserved without modification below in sections 1.1 and 1.31, in accordance with provisions 1.a.iii and 2.a.i of the Assignment and Assumption of Developer Rights agreement between Cooper Communities, INC. and Hot Springs Village Property Owners Association, dated 4-5-11.

Paragraphs 2 through 30 and 32 of the Protective Covenants, dated 5-21-14, have been relocated to the remaining chapters of this document.

1.1. APPLICATION

These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to existing Properties unless the Developer shall specifically exempt from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

1.31. CONFLICT

In the event of conflict between these Protective Covenants and the Declaration, the provisions of the Declaration shall prevail.

2. INTENT

2.1. PURPOSE

- 2.1.1. This code is adopted to protect the health, safety, and general welfare of the residents, property owners, and visitors of Hot Springs Village.
- 2.1.2. This code is intended to implement the Comprehensive Master Plan, specifically:
 - a. To reduce financial burden on individuals caused by the historic imbalance between infrastructure and housing construction;
 - b. To increase the total number of full assessments collected by increasing development velocity;
 - c. To adjust market segmentation of residential dwelling units to match market demand;
 - d. To preserve and protect natural drainage patterns;
 - e. To preserve natural topography;
 - f. To promote development in locations and formats that support businesses within the Village;
 - g. To allow mixed-use development in the form of activity centers and neighborhood centers;
 - h. To diversify housing options for existing and future residents;
 - i. To support modes of transportation in addition to personal vehicles;
 - j. To reduce vehicle trips within the Village and related infrastructure maintenance burden;
 - k. To protect naturalistic character through:
 - i. Preserving areas of the Village by removing development rights,
 - ii. Preserving tree canopy,
 - iii. Promoting the introduction of additional native tree and plant species,
 - iv. Concentrating more intensive development within limited areas.
- 2.1.3. The landscape standards within this code are intended to preserve and enhance the natural beauty of Hot Springs Village by:
 - a. Promoting the beautification of Hot Springs Village and enhancing its aesthetic quality.
 - b. Promoting reasonable conservation and replenishment of valued tree canopy and vegetation.
 - c. Aiding in restoring ecological balance by contributing to air purification, oxygen regeneration, and ground water recharge.
 - d. Providing for vegetation to reduce storm water runoff and the potential damage it may create.
 - e. Achieving a meaningful urban landscape while permitting economically feasible urban development to occur.
 - f. Creating a healthy environment for residents, businesses, and industries.
 - g. Moderating the harmful effects of sun, wind, and temperature changes.
 - h. Buffering noise, air and visual pollution.
 - i. Screening incompatible land uses and enhancing the appearance of parking lots in all zoning districts.
 - j. Promoting energy conservation; and,
 - k. Protecting and enhancing property values.
 - l. Discouraging the new installation of identified invasive plant species and encouraging the removal of existing invasive plant species.

3. ADMINISTRATION

3.1. POA STAFF

3.1.1. Administrative Review Role

- a. Hot Springs Village Property Owners Association Staff (Staff) are granted authority to administer this Code according to the Policies and Procedures recommended by the ACC and adopted by the Board of Directors.
- b. Staff will pursue and faithfully administer the Code to serve the public interest.
- c. Staff will strive to achieve integrity and proficiency in administering the Code so that respect for the planning and development process are maintained.
- d. Staff will protect the health, safety, and welfare of the general public.

3.1.2. Coordination of Applications, Conferences, Reviews, and Hearings

- a. Staff will be responsible for administering applications, coordinating between applicants and other development entities, and communicating between parties necessary information to serve the applicant's stated goals.
- b. Staff will require applicants to submit all necessary documents to provide complete and accurate information according to the Policies and Procedures.

3.1.3. Changes to Design Standards

- a. Staff will on an annual basis report to the ACC, for review and recommendation to the Hot Springs Village Property Owners Association Board of Directors (Board), any proposed changes to the Protective Covenants.

3.1.4. Administrative Waivers

- a. [Reserved]

3.2. CONSOLIDATED REVIEW COMMITTEE (CRC)

3.2.1. Purpose of the Committee

- a. The Consolidated Review Committee (CRC) is established to review certain applications submitted under this code, ensuring cross-departmental coordination.
- b. Recommendations from each department are coordinated through CRC review and returned to the applicant in a single set of markups.

3.2.2. Members of the Committee

- a. The CRC is made up of representatives from:
 - i. ACC;
 - ii. Placemaking & Development Department;
 - iii. Public Works Department.
- b. Police and Fire Department representatives will join reviews where applicable.

3.2.3. Meeting Schedule

- a. The CRC meets monthly to review active applications.
- b. If no applications are submitted, the CRC may cancel scheduled meetings.

3.3. NATURALIZATION COMMITTEE

3.3.1. Purpose of the Committee

- a. The Naturalization Committee is established to preserve to the greatest extent possible the naturalistic environment of the Village, and to balance the impacts of increased development with new, consolidated open spaces.
- b. The Naturalization Committee has the following powers:
 - i. To establish methods of preserving open space for passive and active recreation;
 - ii. To recommend dedication of common spaces, parks, riparian zones, and drainage ways to the Board;
 - iii. To review areas for naturalization and make recommendations to the Board;
 - iv. To take actions to decommission and naturalize areas following Board approval.

3.3.2. Members of the Committee

- a. The Naturalization Committee is made up of representative from:
 - i. ACC;
 - ii. Placemaking & Development Department;
 - iii. Public Works Department;
 - iv. Police Department;
 - v. Fire Department.

3.3.3. Meeting Schedule

- a. The Naturalization Committee meets quarterly to review plats to be vacated and POA naturalization progress.

3.4. ARCHITECTURAL CONTROL COMMITTEE (ACC)

- 3.4.1. Refer to powers and election in the Hot Springs Village Covenants and Restrictions Declaration and Charter, Architectural Control Committee ("ACC") Hot Springs Village Property Owners Association ("POA").
- 3.4.2. ACC may provide recommendations to the Board of any proposed changes to the Protective Covenants.
- 3.4.3. ACC must provide recommendations to the Board for approval or denial of any proposed changes to the Protective Covenants proposed by Staff.

3.5. PROPERTY OWNERS ASSOCIATION BOARD OF DIRECTORS (BOARD)

- 3.5.1. Refer to powers and election in the Bylaws of the Hot Springs Village Property Owners Association.
- 3.5.2. The Board must review and either approve or deny changes to the Protective Covenants proposed by the ACC and proposed by Staff following ACC review.

3.6. ENFORCEMENT

- 3.6.1. Staff will operate on a pro-active basis in the administration of this Code.
- 3.6.2. The Compliance Division of the Police Department (CD) will administer Code Enforcement as described in their policy documents.
- 3.6.3. Unpermitted changes or alterations to a building, structure, or land is subject to fines and removal or modification following ACC review.

3.7. PRESERVATION POOL

- 3.7.1. The POA may maintain a pool of properties targeted for re-platting to preserve property.
- 3.7.2. Properties within the preservation pool are not developable.
- 3.7.3. Development rights may be transferred from the preservation pool to fulfill development density requirements elsewhere within the Village.
- 3.7.4. The preservation pool can be re-platted to remove individual properties and redistricted into preservation twice a year.

3.8. ISSUES NOT ADDRESSED

- 3.8.1. Development or building permit issues not specifically addressed in this Code require Level 1 Review, additional review requirements for such issues will be determined through Level 1 Review.

3.9. PRE-EXISTING CONDITIONS

- 3.9.1. Structures, uses, site development, and landscape approved prior to the adoption of this Code may continue to operate and be maintained in their approved state.
- 3.9.2. The ACC may require certain non-conforming conditions to be remedied prior to the sale of a property or modification of structures, uses, site development, or landscape.
- 3.9.3. Modification to structures, uses, site development, and landscape is subject to Level 2 review and may be subject to Level 3 review at the discretion of the ACC.
- 3.9.4. Modifications to non-conforming elements should increase their conformity with this Code.
- 3.9.5. Any non-conforming use that has been out of continuous operation for 6 months or more is prohibited.

4. PROCESSES

TABLE 4.1-1. AUTHORITY AND REVIEW				
ITEM FOR REVIEW	STAFF	ACC	BOARD	MEMBERSHIP
Level 4 Review (general)	Review	Review	Recommend	Approve / Deny
Level 3 Review (general)	Review	Recommend	Approve / Deny	
Level 2 Review (general)	Review	Approve / Deny		
Level 1 Review (general)	Approve / Deny			
Declaration Changes	Review	Review	Recommend	Approve / Deny
Protective Covenant Changes	Review	Recommend	Approve / Deny	
Replats	Review	Recommend	Approve / Deny	
Lot Split and Merger	Approve / Deny			
New Construction	Review	Approve / Deny		
Substantial Modification	Review	Approve / Deny		
Landscape	Review	Approve / Deny		
Minor Permit (see Ch. 5)	Approve / Deny			

4.1. LEVEL 1 REVIEW (POA STAFF APPROVAL)

- 4.1.1. Level 1 Review is administered by Staff and is limited to the following:
- a. Applications and permits listed in Section 5.1 that do not require Level 2 Review or Level 3 Review, and where exterior materials, design, and colors are not affected or are objectively specified as approved in Chapter 13;
 - b. Renovations to existing structures that do not increase the occupied square footage more than 150 square feet;
 - c. Lot mergers and lot splits (re-plats) requiring no alteration to utilities, easements or street access;
 - d. Non-permanent accessibility features. Applicants seeking accessibility features (ramps, handrails, mobility assistance) that are non-permanent construction materials may submit an application for exterior improvements directly to Staff.
 - i. Temporary accessibility features are approved according to a Revocable Permit by Staff.
 - ii. Staff may provide design guidance to applicants and may prepare a voluntary vendors list to support increased accessibility of existing homes.
 - iii. Staff may recommend the application for ACC approval if the design of accessibility features is extensive, or significantly alters the appearance of an existing home.

- iv. Permanent accessibility features require ACC approval.
- 4.1.2. Applicants may request a pre-application meeting.
- 4.1.3. Applicants will receive notice of approval, denial, or notification of change within 14 business days of the receipt of application.

4.2. LEVEL 2 REVIEW (ACC APPROVAL)

- 4.2.1. Level 2 Review is administered by ACC.
- 4.2.2. The ACC has approval authority over the following:
 - a. Applications and permits listed in Section 5.1 that require Level 2 Review or Level 3 Review, and where exterior materials, design, and colors are affected or are not objectively specified as approved in Chapter 13;
 - b. Renovations to existing structures that increase the occupied square footage more than 150 square feet;
 - c. Any issue elevated to Level 2 Review by written Applicant, Staff, or Board request.
- 4.2.3. The ACC reviews the following, making recommendations to the Board:
 - a. Rezoning requests;
 - b. Cluster housing applications;
 - c. Pocket neighborhood applications;
 - d. Activity center applications;
 - e. Naturalization plats;
 - f. Amendments to the Comprehensive Master Plan;
 - g. Amendments to this Code.
- 4.2.4. Applicants may request a pre-application meeting. Pre-application meetings are recommended.
- 4.2.5. Applications for Level 2 Review must be received no later than close of business 5 business days prior to the regularly scheduled ACC meeting.
- 4.2.6. Applicants will receive notice of change in ACC hearing no less than 24 hours prior to the regularly scheduled meeting.
- 4.2.7. Applicant may request a continuance of an application in writing until the next regularly scheduled meeting.
- 4.2.8. Applicants will receive notice of approval, denial, or notification of change within 5 business days of the ACC meeting.
- 4.2.9. Applicants shall receive notice of approval, denial, or notification of change within 5 business days of ACC or Board action.

4.3. LEVEL 3 REVIEW (POA BOARD APPROVAL)

- 4.3.1. Level 3 Review is administered by the Board.
- 4.3.2. The following actions under this code require Board approval:
 - a. Cluster housing applications;
 - b. Pocket neighborhood applications;
 - c. Activity center applications;
 - d. Re-plats of existing Subdivisions;
 - e. Addition of common property;
 - f. Naturalization plats;

- g. Any issue elevated to Level 3 Review by written Applicant, Staff, or Board request.
- 4.3.3. Applications for Level 3 Review must be received no later than close of business 20 business days prior to the next regularly scheduled Board meeting.
- 4.3.4. A pre-application meeting is required, and will be scheduled by Staff upon receipt of Level 3 Review application. Where a Public Meeting is required through the pre-application meeting, Board review may be re-scheduled to ensure 20 business days remain.
- 4.3.5. Applicants will receive notice of change in Board hearing no less than 24 hours prior to the regularly scheduled meeting.
- 4.3.6. Applicant may request a continuance of an application in writing until the next regularly scheduled meeting.
- 4.3.7. Applicants will receive notice of approval, denial, or notification of change within 5 business days of the Board meeting.

4.4. LEVEL 4 REVIEW (MEMBERSHIP VOTE)

- 4.4.1. Level 4 Review is determined by vote of the Hot Springs Village membership, as specified in the Hot Springs Village Covenants and Restrictions Declaration and Charter.

4.5. PRE-APPLICATION MEETING

- 4.5.1. Staff will coordinate a pre-application meeting between Applicants and Staff to discuss the extent of the development proposal.
- 4.5.2. The applicant will receive written comments and make appropriate changes for submission.
- 4.5.3. Should staff determine that additional public review is required before moving forward, the Placemaking and Development Director may require the applicant to hold a Public Meeting.
- 4.5.4. Supporting material is not required in advance of pre-application meetings.

4.6. PUBLIC MEETING

- 4.6.1. Staff will coordinate a pre-application meeting between Applicants, Staff, and the general public to discuss the extent of the development proposal.
- 4.6.2. Staff will seek feedback from attendees on differences between the application and the adopted Master Plan.
- 4.6.3. The applicant will receive written comments and make appropriate changes for resubmission.
- 4.6.4. The applicant should prepare presentation boards or a digital slide show of exhibits.
- 4.6.5. Supporting material is required a minimum of 14 days in advance of public meetings.
- 4.6.6. Notification of public meeting will be posted on the Village website.
- 4.6.7. Notification of public meeting must be posted on the property under consideration, using the template provided by the Placemaking and Development Department.

4.7. CONSOLIDATED REVIEW COMMITTEE REVIEW

- 4.7.1. The CRC is intended to be a one-stop-shop for project review and feedback for pending applications. Instead of a linear departmental review, the CRC review will bring to bear all necessary entity representatives together at one time.
- 4.7.2. The CRC will work through Staff to issue comments to the Applicants within 5 business days after the CRC meeting.
- 4.7.3. Supporting material is required a minimum of 7 days in advance of CRC review.
- 4.7.4. Review documents and CRC comments will be posted on the Village website.

4.8. ADJUSTMENTS AND VARIANCES

- 4.8.1. Minor adjustments to Plats and Architectural Drawings, where exterior materials, design, and colors are not affected or are objectively specified as approved in Chapter 15, may be considered for approval by Staff prior to initiation of construction activities.
- 4.8.2. Changes to technical drawings, engineering reports, storm water management plans, plats, or the physical layout or design of land or buildings will require approval by the ACC according to established Policies and Procedures.
- 4.8.3. Changes to an existing plat requiring alteration or modification of utilities, easements or road access requires Board approval.
- 4.8.4. Lot combinations maintaining the existing contiguous perimeter boundary of the original lots is subject to Level 1 Staff approval and must be filed with the County of Record.

4.9. REZONING

- 4.9.1. Any property owner may submit a rezoning request.
- 4.9.2. Staff will coordinate rezoning concurrent with re-plats processes, including the steps identified in this section.
- 4.9.3. Rezoning requests not conforming to the Master Plan may be required to submit a Master Plan amendment showing the impacts of rezoning on water, sewer, transportation, and land use in the surrounding area.
- 4.9.4. Staff will prepare a report to the ACC and Board for their review.
 - a. The report will be made available to the public 5 business days prior to the ACC meeting;
 - b. Written public comments on the report will be received by Staff until the ACC meeting, and Staff will present those comments to the Board;
 - c. Written public comments will be individually limited to 1 page of written text, or 3 minutes of speaking time, whichever is lesser.
- 4.9.5. Applications will be reviewed by the ACC for compliance with Master Plan and recommend by simple majority, approval, denial, or modification of the application to the Board. The Board will accept the recommendation and independently determine if the Rezoning request is in compliance with the Master Plan. Appeals must be made according to this Code.
- 4.9.6. Rezoning requests approved by the Board will be reflected in the Village Zoning Map within 5 business days of the date of approval or the rezoning or re-plat, whichever is later.
- 4.9.7. Approved rezoning requests must be filed with the County of Record on the official plat.

4.10. APPEALS

- 4.10.1. Appeal of a Staff Decision to the ACC
 - a. Applicants may submit a written Notice of Appeal to a Staff decision for consideration by the ACC.
 - b. Notices of appeal received up to 7 days prior to an ACC meeting will be heard during that meeting.
- 4.10.2. Appeal of an ACC Decision to the Board
 - a. Applicants may submit a written Notice of Appeal of an ACC decision for consideration by the Board.
 - b. Notices of appeal received up to 14 days prior to a Board meeting will be heard during that meeting, provided the meeting schedule can accommodate the hearing.
- 4.10.3. Appeals to a Board decision should be made in writing to Staff within 5 business days of the previous Board meeting. An Appeal to the Board to rehear an agenda item will occur at the next public meeting, and if denied, the Applicant must reapply with a new application, fees, and any other documents required by the Board.

4.11. PERIOD OF APPROVAL VALIDITY AND EXTENSION

- 4.11.1. Staff, ACC, and Board approvals are valid for 6 months or other time period as indicated on the permit.
- 4.11.2. Should construction activity not begin within 6 months, a Request for Extension may be filed with Staff, along with a fee, extending the period for an additional 6 months.

4.12. TIME FOR COMPLETION OF BUILDINGS

- 4.12.1. Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted.
 - a. The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.
 - b. The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties, covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

- 4.12.2. The contractor, builder, or Owner, will submit all structures to inspection by the Permitting and Inspections department as required to determine compliance with completion dates as herein provided or as may be provided by the Permitting and Inspections department. In the event of non-compliance with completion dates as herein provided the Association shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Association, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

4.13. PHASED DEVELOPMENT

- 4.13.1. Applicants must submit a Preliminary Plat for review and consideration by the ACC and Board where development work is expected to occur in phases.
- 4.13.2. The Preliminary Plat must include designs for all proposed phases of development.
- 4.13.3. Applicants must submit a Final Plat for review and consideration by the ACC and Board for each of the proposed phases of development.
- 4.13.4. A complete stormwater management plan must be developed for all phases at the time of submission of the first Final Plat.

4.14. INSURANCE, BONDING, AND ASSURANCES

4.14.1. Builders' Risk Insurance

- a. The contractor, builder, person or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish the A.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builder's risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

4.14.2. Bonding

- a. Applicants seeking to alter, modify, or extend any public utility, excluding single lot development and development that connects to but does not extend or move a public utility, will furnish a bond according to the Performance Bond Schedule specified in Table 4.14-1.

TABLE 4.14-1. PERFORMANCE BOND SCHEDULE

BOND	PERIOD	AMOUNT
Water Maintenance	2 years	100%
Sanitary Sewer Maintenance	2 years	100%
Paving and Drainage Maintenance	First year	50%
	Second year	25%
	Third year	20%
	Fourth year	10%
	Fifth year	10%

4.14.3. Assurances

- a. Assurances Instruments are a pre-condition to obtaining final plan approval, and must be recorded with the County of Record prior to the issuance of construction permits.
 - i. Acceptable Assurances include the following:
 - (1) Cash;
 - (2) Performance Bond according to Table 4.12-1;
 - (3) Letter of Credit;
 - (4) Clearance Agreement, subject to the review and approval by the Board. A clearance agreement is negotiated between the Village and the Developer stipulating the terms and conditions for private development of public infrastructure and requires certain performance requirement, inspection and verification by Village authorities.

4.15. NATURALIZATION

- 4.15.1. Naturalization is the process of returning previously developed land back into an undeveloped state.
- 4.15.2. The Naturalization Committee may create and administer a Naturalization Plan that will study the surrounding area to determine whether naturalized areas may be decommissioned, and achieve the following:
 - a. Decommission infrastructure and utilities where it does not serve the public interest;
 - i. Remove roads and transportation infrastructure. The road should be retained if deemed necessary for fire protection, but does not need to be maintained;
 - ii. Converting roadway into trails;
 - iii. Remove or abandon water and sewer infrastructure;
 - iv. Remove or abandon electric and telecommunication infrastructure.
 - b. Preserve and support forest, stream, steep-slope, and wetland habitat;
 - i. Preserve large contiguous portions of land;
 - ii. Connect preserved areas with dedicated, undeveloped natural corridors;
 - iii. Preserve view corridors.
 - c. Detain or direct stormwater;
 - d. Reinstate natural topography;
 - e. Create common property amenities where there are adjacent recreation opportunities that will benefit from active open space;

- f. Establish protections for open space, and penalties for misuse;
 - g. Provide education and outreach material to Village residents;
 - h. Create signage and wayfinding to identify the boundaries of naturalized areas.
- 4.15.3. Naturalization Plans must be approved by the Board.
- 4.15.4. The POA is authorized to do the following in support of an approved Naturalization Plan:
- a. Purchase property;
 - b. Compensate property owners;
 - c. Transfer development rights;
 - d. Establish an optional Hot Springs Village Naturalization Trust to hold naturalization properties otherwise held by the POA.
- 4.15.5. The Board is responsible to remove plat restrictions and property boundaries from previously platted properties in support of an approved Naturalization Plan through a re-plat of the subject property.

5. PERMIT AND SUBMITTAL REQUIREMENTS

5.1. LIST OF REQUIRED PERMITS

- 5.1.1. Permits are required as listed in this section.
- 5.1.2. Buildings occupation requires a Certificate of Occupancy from the Permitting and Inspections Division of the POA.
- 5.1.3. Any activities that require a permit that are carried out without a permit will be fined and may be required to be removed or remedied, in accordance with Code Enforcement policy through the Compliance Division of the Police Department.
- 5.1.4. **Event Permit**
 - a. Temporary event, including garage sales, yard sales, and estate sales, requiring Level 1 approval;
 - b. Temporary event signage, requiring Level 1 approval. See Ch. 12;
 - c. Temporary event parking, requiring Level 1 approval;
 - d. Temporary event noise and nuisance, requiring Level 1 approval.
- 5.1.5. **Building Permit**
 - a. New construction, requiring Level 2 approval. See Ch. 7-13 and 15;
 - b. Interior or exterior building alterations including roofing, siding, windows, doors, porches, decks, and other elements attached to buildings, requiring Level 1 approval. See Ch. 7-13 and 15;
 - c. Storage structure, shed, or other outbuilding, requiring Level 2 approval. See Ch. 9.
- 5.1.6. **Signage Permit**
 - a. New signs and alterations, requiring Level 2 approval. See Ch. 12.
- 5.1.7. **Landscape Permit**
 - a. Landscape plans, requiring Level 2 approval. See Section 5.9 and Ch. 13;
 - b. Retaining walls, requiring Level 1 approval;
 - c. Fences, requiring Level 1 approval. See Ch. 9 & 15.
- 5.1.8. **Utilities, Stormwater, Grading, and Roads**
 - a. NPDES permit, requiring Level 1 approval;
 - b. Ground Clearing permit, requiring Level 1 approval;
 - c. Roadway construction permit, requiring Level 1 approval;
 - d. Utility construction permit, requiring Level 1 approval;
 - e. Floodplain Development permit according to ADEQ requirements, requiring Level 1 approval.
- 5.1.9. **Special Permits**
 - a. Propane cylinders and buried tanks, requiring Level 1 approval. See Ch. 9;
 - b. Seawalls, rip rap, docks, and lake decks, requiring Level 2 approval. See Ch. 9;
 - c. Swimming pools and related fencing, requiring Level 2 approval. See Ch. 9;
 - d. Electrical, requiring Level 1 approval;
 - e. Plumbing, requiring Level 1 approval;
 - f. Heating, ventilation, and air conditioning, requiring Level 1 approval;
 - g. Sprinkler systems, requiring Level 1 approval;
 - h. Parking lots, driveways, and other site paving, requiring Level 1 approval. See Ch. 10;
 - i. Solar power systems, requiring Level 2 approval. See Ch. 9;
 - j. Garage and yard sales, requiring Level 1 approval. See Section 5.3 and Ch. 12;

- k. Tree removal, requiring Level 2 approval. See Ch. 13;
 - l. Emergency Generators, requiring Level 1 approval. See Ch. 9.
- 5.1.10. Any other permit required by the State of Arkansas or applicable County, subject to Level 1 approval.

5.2. PERMIT APPLICATIONS

- 5.2.1. Permit applications may be obtained on the Village website or from the Permitting and Inspections Division of the POA. Requirements are specified on the application.
- 5.2.2. Landscaping requires a landscape plan, see Section 5.9.

5.3. TEMPORARY EVENTS

- 5.3.1. Garage Sales, Yard Sales, and Estate Sales
 - a. Sales are limited to a maximum of 3 per calendar year for no more than 3 consecutive days each instance.
 - b. Sales must not impede the flow of traffic or pedestrians on any right-of-way.
 - c. Sale hours are limited to 7:00 AM to 6:00 PM.
 - d. At the end of the sales period, all sale items and display tables must be removed from public view.

5.4. INSPECTION

- 5.4.1. Upon completion of the installation, or portion completed by separate trade, the following steps will be taken for final approval:
 - a. Written or call-in notification to the the Permitting and Inspections Division of the POA must be provided to set an appointment for an inspection walk-thru.
 - b. The department official (or approved 3rd party) will perform an inspection of the installation to ensure code compliance.
 - c. A list of deficiencies will be provided to the applicant upon completion of the inspection.
 - d. The applicant must correct items on the list to set a final inspection appointment for approval.
 - e. The department official (or approved 3rd party) will perform the final approval walk-thru.
 - f. An approval letter authorizing continuation or a certificate of occupancy will be issued to the applicant upon inspection satisfaction.

5.5. RE-ZONING

5.5.1. Application

- a. The following information and materials must be included with application submittals:
 - i. Survey of Property prepared by a registered land surveyor;
 - ii. Ownership list of property owners within 600' of subject property;
 - iii. Warranty Deed bearing the signature of the Applicant, or Representative;
 - iv. Payment of fees;
 - v. Proposed Use of property;
 - vi. Master Plan Amendment as necessary;
- b. Impact Statements to supplement the Master Plan Amendment.

5.6. FORMAT OF PLANS

5.6.1. Plans submitted for permitting must meet the following requirements:

- a. Plans must include a north arrow;
- b. Plans must include a graphic scale;
- c. Plans must be on bond paper, a minimum of 24 inches by 36 inches (24x36) for new construction, site development, and landscaping, and either 11 inches by 17 inches or 24x36 for modifications to existing structures, sites, or landscaping.
- d. Plans must demonstrate compliance with all applicable standards in this Code and all additional codes, such as building and electrical, adopted by Hot Springs Village.
- e. Where preparation by a licensed engineer, architect, or landscape architect is required, their stamp, signature, and date must be affixed to each plan sheet.

5.6.2. Plans for discussion in pre-application meetings must meet the following requirements:

- a. Plans must include a north arrow;
- b. Plans must be on bond paper, a minimum of 11 inches by 17 inches.

5.7. LEVEL 1 REVIEW FOR RE-PLATS

5.7.1. Level 1 Review includes lot splits and lot mergers.

5.7.2. Level 1 Review of informal sketch plans and development concepts is also provided to applicants as requested.

5.7.3. Application

- a. The following information and materials must be included with any application submittal:
 - i. Completed Application, obtained on the Village website or from the Building and Permitting Department;
 - ii. 5 paper copies of the Preliminary or Final Plat, and 1 Electronic copy of each Plat;
 - iii. Payment of fees;
 - iv. Survey of Property prepared by a registered land surveyor;
 - v. Detention Plans;
 - vi. Master Plan Amendment and Environmental Impact Statements as necessary;
 - vii. Editable digital copy of new Plat to modify GIS.

5.8. LEVEL 3 REVIEW FOR RE-PLATS

5.8.1. ACC Review Required

- a. Level 3 Review for re-plat requires ACC recommendation.
- b. Level 3 application documents will be provided to the ACC by Staff.
- c. ACC recommendations will be provided to the applicant prior to Board review. The applicant may elect to revise their application accordingly.

5.8.2. Level 3 Review

- a. Level 3 Review includes subdivision re-plats, cluster housing re-plats, pocket neighborhood re-plats, neighborhood center re-plats, and activity center re-plats.

5.8.3. Application

- a. The following information must be included with any application submittal:
 - i. Completed Application, obtained on the Village website or from the Building and Permitting Department;
 - ii. 5 paper copies of the Preliminary or Final Plat, and 1 Electronic copy of each Plat;
 - iii. Receipt of fees paid at Level 2 Review;
 - iv. Survey of Property prepared by a registered land surveyor;
 - v. Stormwater Plan;
 - vi. Landscape Plan;
 - vii. Master Plan Amendment as necessary;
 - viii. Master Plan Amendment and Environmental Impact Statements as necessary;
 - ix. Editable digital copy of new Plat to modify GIS.

5.9. LANDSCAPE PLAN REQUIREMENTS

5.9.1. Landscape Plan Required

- a. Activity Center Re-plats, Neighborhood Center Re-plats, and Pocket Neighborhood Re-plats must include a detailed landscape plan for open spaces and shared stormwater facilities, prepared and sealed by a registered landscape architect.
- b. Cluster Housing Re-plats and new development on individual lots must include a detailed landscape plan for the extent of the development site, prepared by a landscape architect or landscape designer.
- c. Applications for new structures or expanding existing structures in T5 must include a detailed landscape plan for the site, prepared by a landscape architect or landscape designer.
- d. Applications for parking lots over 6 spaces must include a detailed landscape plan for the parking lot and all areas within 20 feet of the parking lot, prepared by a landscape architect or landscape designer.
- e. New development in T2, T3, and T4 requires a landscape plan for the frontage yards and any yards facing lakes or golf courses.
- f. For previously developed residential properties, any landscape modifications of the frontage yard, or yards facing lakes or golf courses, require a landscape permit.

5.9.2. Landscape Plan Requirements

- a. The following information must be included with a landscape plan submittal:
 - i. Names, addresses and telephone numbers of all responsible parties;

- ii. A separate document showing all dimensions, property lines and lease lines;
- iii. North arrow, scale and date of preparation;
- iv. The location, species and size of all existing trees 6 inches or more DBH to be designated preserved trees and the outline of all tree masses and shrub masses to be preserved, including corresponding critical root zones and areas being preserved;
- v. Significant water flows, rock outcroppings, and other features occurring in nature;
- vi. The location of all proposed plant materials and the common and botanical names, together with the quantity, spacing, and size of all plant materials;
- vii. Tree fencing and other methods of protection during construction;
- viii. Extent of irrigation or water sources;
- ix. Phasing lines if development is to be constructed in phases;
- x. Existing and proposed structures, mechanicals, parking spaces, driveways, sidewalks, dumpster locations and screening, wheel stops and curbing or other vehicular use controls;
- xi. Existing and proposed utility easements and whether the utilities will be above ground or below ground, fire hydrants, and storm sewers, including those in the adjacent rights-of-way;
- xii. The location of cut and fill, drainage, wet and dry detention basins;
- xiii. Planting specifications including soil reparation, staking, and necessary measures to ensure plants thrive;
- xiv. A graphic elevation illustration of proposed opaque screening;
- xv. Procedures and methods to be followed concerning slopes or cuts and associated trees within hillside benches;
- xvi. Description of existing soil types, vegetation, and other landscape considerations;
- xvii. An overlay identifying the outline of existing tree masses and the predominate tree species, the average DBH and condition of the trees in each mass that are to be preserved;
- xviii. Identification of trees, vegetation, and soils that are to be protected or removed;
- xix. The landscape plan must indicate the number and species of all plants, the size of each species at the time of planting, the spacing requirements for each plant, and the type of edging and mulch to be used for the planting areas;
- xx. Landscape plans for street side landscaping must include the spacing between street trees;
- xxi. Planting Specifications must be included on the landscape plan;
- xxii. A statement indicating timetable for commencing and completing work.

5.9.3. **Streetside Landscape Assurance**

- a. Streetside landscape plans must include a binding 3 year maintenance and monitoring plan, which holds the developer responsible for the health of all planted trees.
- b. Approval of a maintenance agreement and landscape establishment guarantee shall be contingent upon the developer depositing with the POA a surety or contract.
- c. Where 90% of street trees are determined to be healthy, the POA will release the surety. In the absence of such a finding, the developer will be notified to replace any unhealthy or dead trees or do so themselves using the surety.

5.9.4. **Time of Installation**

- a. Required landscaping must be installed prior to the issuance of a final certificate of occupancy or filing of the final plat, whichever development procedure is most applicable.
- b. A 90 day temporary certificate of occupancy may be issued or a final plat may be filed as follows:
 - i. The owner must deposit, with the POA, U.S. currency or an irrevocable letter of credit in an amount equal to 150% of the estimated cost of the uninstalled plant material;
 - ii. The letter of credit must be from a bank or banking institution doing business within the State of Arkansas which is a member of the Federal Deposit Insurance Corporation.

6. MAINTENANCE AND STORAGE

6.1. GENERAL

- 6.1.1. Violations of maintenance requirements are enforced by the Compliance Division of the Police Department (CD) following their policies.
- 6.1.2. The CD may adopt additional maintenance, storage, dumping, and nuisance requirements, as specified in their policy documents.
- 6.1.3. In accordance with Section XII of the Hot Springs Village Covenants and Restrictions Declaration, the POA may make repairs and issue a lien to cover the cost of repairs.

6.2. MAINTENANCE OF STRUCTURES AND PAVEMENT

6.2.1. Structures

- a. All structures must be maintained by the property owner.
- b. Structures must be in good repair, free of rot, cracks, and other water damage.
- c. Structures must be structurally sound, including all walkways, decks, porches, and balconies.
- d. All hose bibs must be protected to prevent freezing.

6.2.2. Driveways

- a. Driveways must be maintained by the property owner, unbroken and free of debris.

6.2.3. Entry Walkways

- a. Walkways providing access to the principal entry of all dwellings and businesses must be provided and maintained by the property owner.
- b. Walkways must be maintained unbroken, free of debris, ice, and snow, and with transitions of less than 1/2 inch.

6.2.4. Sidewalks

- a. Sidewalks maintenance is the responsibility of the adjacent property owner, or activity center districts where established.
- b. Sidewalks must be maintained unbroken, free of debris, ice, and snow, and with transitions of less than 1/2 inch.

6.2.5. Sprinkler Systems

- a. Adequate protection of the RPZ valve to prevent freezing is required.
- b. Damaged or malfunctioning sprinkler heads must be replaced.

6.2.6. Seawalls, Docks, and Decks

- a. Seawalls, docks, and decks must be maintained by the property owner.
- b. Seawalls must remain structurally sound and free of cracks.
- c. Docks and decks must remain structurally sound, free of rot and other damage.

6.3. SIGNAGE MAINTENANCE

- 6.3.1. All signs must be maintained to be safe, reasonably rust-free and termite-free, slightly, and free of debris.

6.4. LANDSCAPE MAINTENANCE

- 6.4.1. Landscaping must be maintained by regular weeding, irrigating, fertilizing, mowing, and pruning of plant materials, all in conformance with good horticultural practices.
- 6.4.2. Grass and weeds must be maintained at or under 10 inches in length.
- 6.4.3. Frontage landscaping that dies or is damaged must be replaced.
- 6.4.4. Plant materials that exhibit evidence of pest infestation, disease or damage must be appropriately treated and replaced.

6.5. STORAGE OF VEHICLES**6.5.1. General**

- a. Non-family vehicles are considered to be the following:
 - i. Vehicles include buses, box and utility trucks, pickup trucks and vans over 6,000 lb. G.V.W., construction equipment, commercial vehicles, recreation vehicles, motor homes, campers, boats, trailers, and similar non-family vehicles.
 - ii. Vehicles not normally or customarily used for personal or family transport.
 - iii. Excluding golf carts, single-axle golf cart trailers, and vehicles used for transportation network services.
- b. All vehicles must be in working condition and display a valid license plate.
- c. Vehicles must not be stored on private property within 20 feet of golf courses and lakes.

6.5.2. Storage on Residential Property

- a. Non-family vehicles are subject to the following:
 - i. Vehicles may be parked in a residential driveway for up to 72 hours in any 30 day period for the sole purpose of loading, unloading, cleaning, or servicing the vehicle;
 - ii. Vehicles may be parked in a garage;
- b. Family vehicles must be stored within garages, carports, or driveways, or other area approved by the ACC and subject to screening and location restrictions.

6.5.3. Storage on Streets and Common Property

- a. Non-family vehicles may not be parked on street, except for vehicles actively servicing an adjacent residence or business.
- b. Parking of family vehicles is permitted on streets with designated on-street parking areas, subject to the following:
 - i. Vehicles must be moved a minimum of once every 72 hours.
- c. Family vehicles, excluding golf cart trailers, may be parked within road rights-of-way, excluding arterials and collectors, where no on-street parking lane exists for guest overflow and must be removed by 11:00 PM.
- d. No vehicle may display "For Sale" or "For Lease" signs.
- e. Parking on common property is prohibited except at designated trailheads and parking lots, only for the duration of use of common property facilities.
- f. If a vehicle is deemed to pose a hazard to public safety, the ranking Police officer in charge is authorized to have the vehicle towed.
- g. Within activity centers, vehicles in violation may be towed at the owners' expense.

- h. Outside of activity centers, violators will be notified and given adequate time to comply. Failure to comply may result in vehicles being towed at the owners' expense.

6.6. EXTERIOR PROPERTY PREMISES

- 6.6.1. Exterior property premises must be maintained free from hazardous conditions, building materials (other than active construction sites), appliances, household items, rubbish, garbage, debris, and similar items, including at yards, sidewalks, driveways, carports, porches, walkways, stairs, parking spaces, and similar areas not completely enclosed.
- 6.6.2. The following items are prohibited within front and side yards and within 20 feet of golf courses and lakes:
 - a. Stacks of firewood, except in a side yard in a finished firewood rack or enclosure designed for storing firewood;
 - b. Playground equipment;
 - c. Swimming pools and hot tubs;
 - d. Automobiles parked on non-concrete or non-asphalt surfaces, which are further restricted from the rear yard of lots abutting golf courses and lakes;
 - e. Gazebos;
 - f. Containment fences;
 - g. Permanent basketball goals;
 - h. Storage sheds, which are further restricted from the rear yard of lots abutting golf courses and lakes;
 - i. Items covered with tarps, which are further restricted from the rear yard of lots abutting golf courses and lakes;
 - j. Vegetable gardens.
- 6.6.3. No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in appropriate sealed containers stored out of sight from the street, within a carport, or in an area approved by the POA; placed at the curb no earlier than the day before collection; and removed from the curb within 24 hours of collection.

7. ZONING AND DISTRICTS

7.1. ZONING AND ZONING TRANSLATION

- 7.1.1. Properties platted prior to the adoption of this code are interpreted as specified in Table 7.1.
- 7.1.2. Newly created parcels or parcels requiring an updated plat must record the district - T2, T3.1, T3.2, T4, T5, or SD - as the parcel zoning on the plat to be filed.

TABLE 7.1. ZONING TRANSLATION		
EXISTING ZONING	CONDITION	DISTRICT
Commercial	All	T5
Residential	Duplex, triplex, and townhouses	T4
Residential	Parcels, under 20,000 square feet, single family detached	T3.2
Residential	Parcels 20,000 square feet to 5 acres, single family detached	T3.1
Residential	Parcels over 5 acres, single family detached	T2

7.2. REGULAR DISTRICTS

- 7.2.1. Development is regulated according to the intensity of use permitted on each parcel, according to the following districts:
 - a. T5: A high intensity mixed-use district, consisting of residential, commercial, and institutional uses.
 - b. T4: A medium intensity residential district, consisting of single family and multi-family housing, attached and detached, and home occupations.
 - c. T3.2: A low intensity residential district, consisting of single family detached housing situated on parcels between 5,400 and 20,000 sf in area.
 - d. T3.1: A low intensity residential district, consisting of single family detached housing situated on parcels between 20,000 and 217,800 sf in area.
 - e. T2: A very low intensity residential district, consisting of single family detached housing situated on parcels greater than 5 acres in area.
- 7.2.2. Tables 7.2-1 through 7.2-5 summarize standards applicable to regular districts, specified in other Chapters, that control building volume and location on the lot.

7.3. RECREATION AND CONSERVATION DISTRICTS

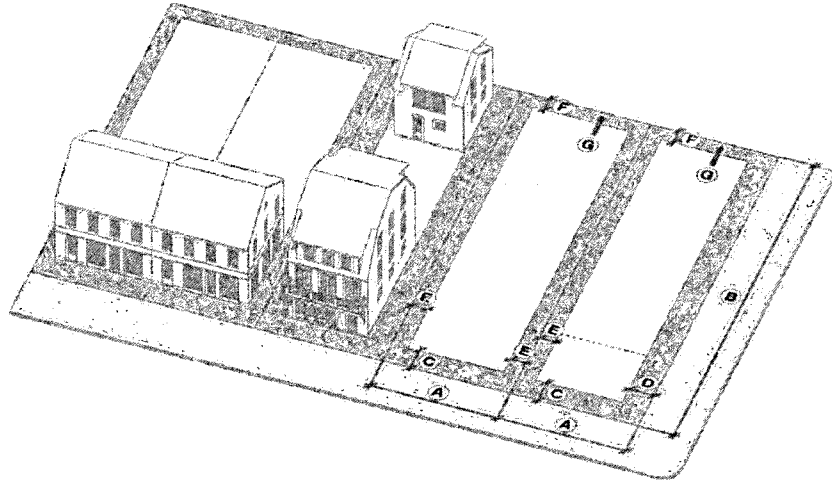
- 7.3.1. The following districts are reserved for recreation, conservation, and land holding, subject to limited development by the POA only:
 - a. Common Property: As defined in the Declarations.
 - b. Limited Common Property: As defined in the Declarations.
 - c. Preserve Property: Areas temporarily or permanently removed from future development through naturalization.

7.4. SPECIAL DISTRICTS

- 7.4.1. Special districts may be created for uses and developments that are not anticipated by this code.
- 7.4.2. Special district requirements and approval are by a Level 3 process.

TABLE 7.2-1. T5 STANDARDS SUMMARY

SETBACKS ILLUSTRATED



LOT OCCUPATION	
A Lot Width	18 ft. - 500 ft.
B Lot Depth	40 ft. min.
Lot Area	200,000 sf. max.
Lot Coverage	90% max.

SETBACKS: ALL STRUCTURES	
C Front	2 ft. - 12 ft.
D Side Street	2 ft. - 12 ft.
E Side	0 ft. or 5 ft. min.
F Rear	5 ft. min.
G Rear Alley	0 ft. min.

FRONTAGE	
Permitted Yard Types	Urban, Pedestrian Forecourt, Shallow Yard
Glazing - Ground Floor	60% - 90%
Glazing - Upper Floors	30% - 60%
Encroachments	Arcades, Galleries, Canopies & Marquees, Awnings

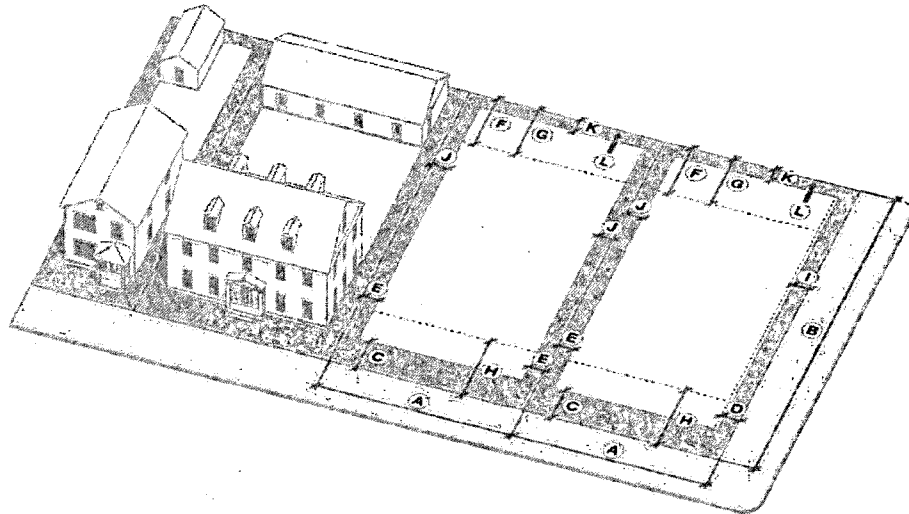
BUILDING HEIGHT	
Principal Building	4 stories max.
Outbuildings & Structures	4 stories max.
Height Transition	50 ft. to T3, 100 ft. to T2

STORY HEIGHT	
Ground Floor	16 ft. - 25 ft.*
Upper Stories	10 ft. - 14 ft.

* See Section 9.5 for minimum ground floor height applicable to residential structures.

TABLE 7.2-2. T4 STANDARDS SUMMARY

SETBACKS ILLUSTRATED



LOT OCCUPATION	
A Lot Width	20 ft. - 250 ft.
B Lot Depth	60 ft. min.
Lot Area	60,000 sf. max.
Lot Coverage	70% max.

FRONTAGE	
Permitted Yard Types	Fenced Yard, Shallow Yard
Glazing - Ground Floor	30% - 50%
Glazing - Upper Floors	30% - 50%
Encroachments	Enclosed Porch, Open Porch, Stoop, Terrace

SETBACKS: DWELLINGS	
C Front	8 ft. - 16 ft.
D Side Street	6 ft. min.
E Sid	0 ft. or 5 ft. min.
F Rear	20 ft. min.
G Rear Alley	0 ft. min.

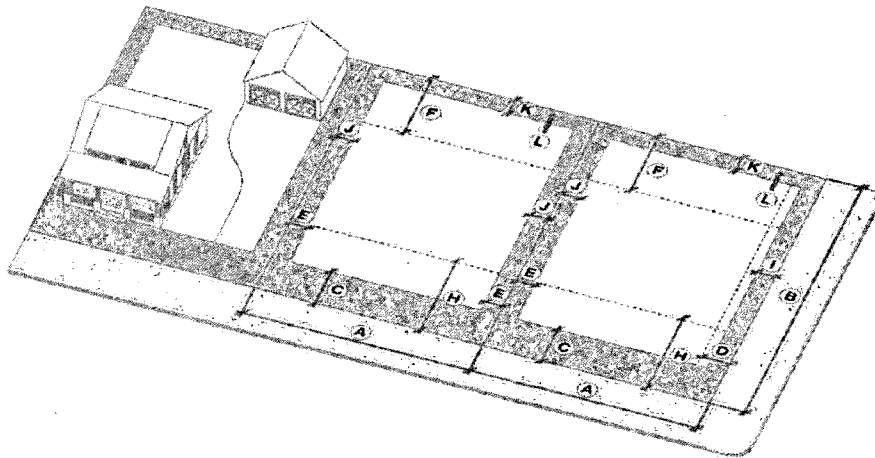
BUILDING HEIGHT	
Principal Building	3 stories max.
Outbuildings & Structures	2 stories max.
Height Transition	50 ft. to T2

SETBACKS: OUTBUILDINGS & STRUCTURES	
H Front	24 ft. min.
I Side Street	5 ft. min.
J Side	0 ft. or 5 ft. min.
K Rear	5 ft. min.
L Rear Alley	0 ft. min.

STORY HEIGHT	
Ground Floor	10 ft. - 16 ft.
Upper Stories	8 ft. - 12 ft.

TABLE 7.2-3. T3.2 STANDARDS SUMMARY

SETBACKS ILLUSTRATED



LOT OCCUPATION	
A Lot Width	60 ft. min.
B Lot Depth	90 ft. min.
Lot Area	5,400 sf. - 20,000 sf.
Lot Coverage	60% max.

SETBACKS: DWELLINGS	
C Front	12 ft. min.
D Side Street	8 ft. min.
E Side	6 ft. min.
F Rear	24 ft. min.
G Rear Alley	

SETBACKS: OUTBUILDINGS & STRUCTURES	
H Front	30 ft. min.
I Side Street	6 ft. min.
J Side	6 ft. min.
K Rear	6 ft. min.
L Rear Alley	0 ft. min.

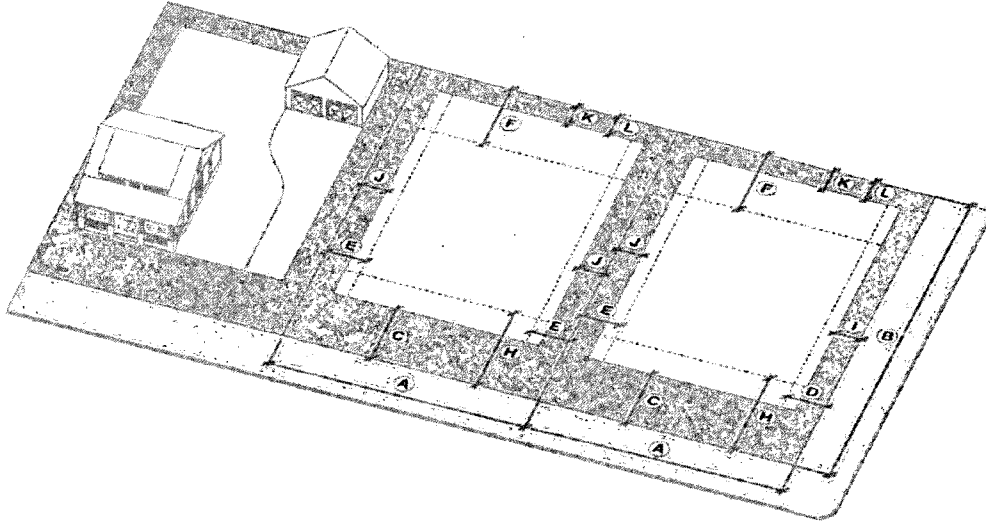
FRONTAGE	
Permitted Yard Types	Continuous Yard
Glazing - Ground Floor	
Glazing - Upper Floors	
Encroachments	n/a

BUILDING HEIGHT	
Principal Building	2 stories max.
Outbuildings & Structures	2 stories max.
Height Transition	

STORY HEIGHT	
Ground Floor	9 ft. - 12 ft.
Upper Stories	8 ft. - 10 ft.

TABLE 7-2-4. T3.1 STANDARDS SUMMARY

SETBACKS ILLUSTRATED



LOT OCCUPATION

A	Lot Width	80 ft. min.
B	Lot Depth	120 ft. min.
	Lot Area	20,000 sf. - 217,800 sf.
	Lot Coverage	15% max.

SETBACKS: DWELLINGS

C	Front	20 ft. min.
D	Side Street	12 ft. min.
E	Side	12 ft. min.
F	Rear	24 ft. min.
G	Rear Alley	

SETBACKS: OUTBUILDINGS & STRUCTURES

H	Front	30 ft. min.
I	Side Street	8 ft. min.
J	Side	8 ft. min.
K	Rear	8 ft. min.
L	Rear Alley	8 ft. min.

FRONTAGE

Permitted Yard Types	Continuous Yard
Glazing - Ground Floor	
Glazing - Upper Floors	
Encroachments	n/a

BUILDING HEIGHT

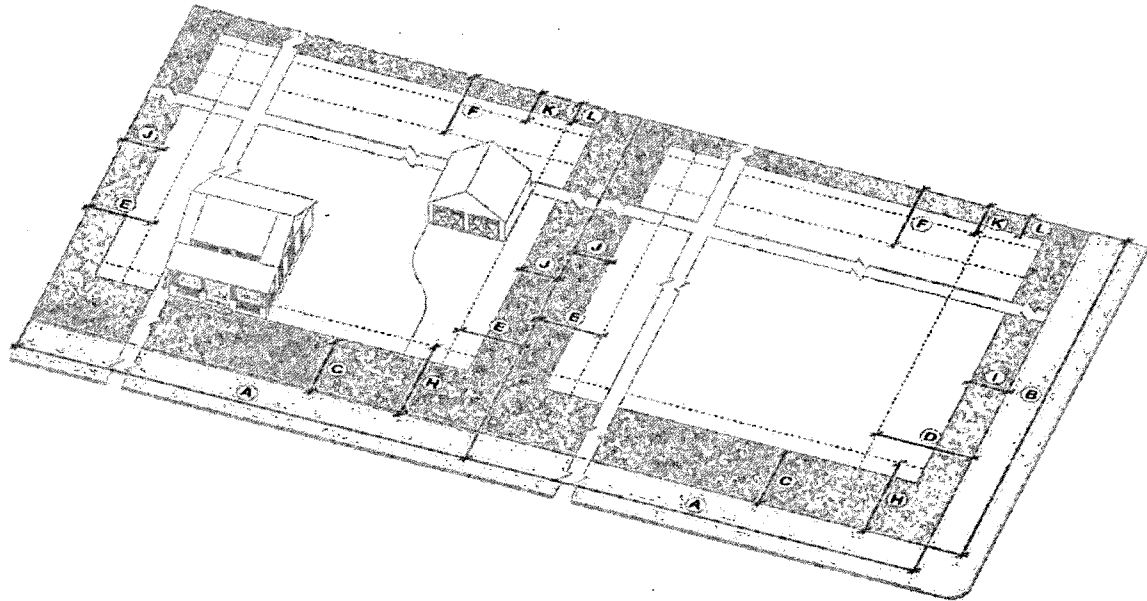
Principal Building	2 stories max.
Outbuildings & Structures	2 stories max.
Height Transition	

STORY HEIGHT

Ground Floor	9 ft. - 12 ft.
Upper Stories	8 ft. - 10 ft.

TABLE 7.2-5. T2 STANDARDS SUMMARY

SETBACKS ILLUSTRATED



LOT OCCUPATION

A	Lot Width	200 ft. min.
B	Lot Depth	200 ft. min.
	Lot Area	217,800 sf. min.
	Lot Coverage	5% max.

SETBACKS: DWELLINGS

C	Front Common	24 ft. min.
D	Side Common	30 ft. min.
E	Side Shared	20 ft. min.
F	Rear	30 ft. min.
G	Rear Alley	

SETBACKS: OUTBUILDINGS & STRUCTURES

H	Front Common	30 ft. min.
I	Side Common	12 ft. min.
J	Side Shared	12 ft. min.
K	Rear	12 ft. min.
L	Rear Alley	8 ft. min.

FRONTAGE

Permitted Yard Types	Continuous Yard
Glazing - Ground Floor	
Glazing - Upper Floors	
Encroachments	n/a

BUILDING HEIGHT

Principal Building	2 stories max.
Outbuildings & Structures	1 story max.
Height Transition	

STORY HEIGHT

Ground Floor	8 ft. - 12 ft.
Upper Stories	8 ft. - 10 ft.

8. SITE DEVELOPMENT STANDARDS

8.1. GENERAL

8.1.1. Density Restrictions

- a. Density is controlled by:
 - i. The ability to develop multiple units, controlled by the district or mix of districts within any site or center;
 - ii. The square footage permitted on each lot by lot coverage, setback, and building height standards as well as minimum dwelling unit sizes set by the building code; and
 - iii. Obtaining sufficient development rights.
- b. Development rights are required as follows:
 - i. Development rights are required for each unit developed, except for accessory dwelling units;
 - ii. One unit development right is secured for each residential lot within an area being redeveloped;
 - iii. Additional development rights may be obtained:
 - (1) By purchase from the POA, or
 - (2) By purchasing residential lots elsewhere within the Village and transferring ownership of those lots to the POA.

8.1.2. Stormwater

- a. Stormwater management is required in all activity center, neighborhood center, and pocket neighborhood developments.
- b. Stormwater management must be provided collectively within activity centers.
- c. Stormwater management may be provided collectively or on individual lots within neighborhood center and pocket neighborhood development.
- d. Infiltration and natural conveyance techniques should be applied; pond storage and constructed, non-naturalistic channels are discouraged.
- e. Natural stormwater flow should be preserved through all sites.
- f. Stormwater outflows must be directed along natural stormwater channels.
- g. Off-site stormwater flow must meet the pre-development to post-development standards of Table 8.1-1.

TABLE 8.1-1. STORMWATER FLOW

DEVELOPMENT TYPE	PRE-TO-POST DEVELOPMENT FLOW RATE
Activity Center	10% less than pre-development
Neighborhood Center	10% less than pre-development
Pocket Neighborhood	10% less than pre-development
Housing Cluster	post-development <= pre-development
Commercial Site	post-development <= pre-development
Residential Site	post-development <= pre-development

8.1.3. Natural Grade Preservation

- a. The natural topography, soils and vegetation should be preserved and enhanced, where possible, through the careful location and design of thoroughfares, building and structure placement, parking areas, recreation areas, open spaces and drainage facilities.

- b. Existing grades should not be substantially altered.
 - c. Retaining walls may be permitted in the following cases:
 - i. At shared surface parking lots in activity centers, and
 - ii. Where buildings are used to retain grade changes.
 - d. Other retaining walls may be permitted by the ACC on a case-by-case basis.
- 8.1.4. **Mature Tree Preservation**
- a. Existing mature trees must be preserved or replaced as specified in Chapter 13: Landscape Standards.
- 8.1.5. **Street Connectivity**
- a. Existing landlocked properties or properties landlocked due to new development, except common properties, limited common properties, or preserve property, must be provided connectivity in one of the following ways:
 - i. Through an easement, a minimum of 50 feet wide, connecting the landlocked property with an existing or new street;
 - ii. Through a street stub provided to a parcel line of the landlocked property.
 - b. Newly platted areas must provide a maximum link-to-node ratio of 1.8.
 - i. Cluster housing replats are exempt from link-to-node ratio requirements.
 - ii. The link to node ratio is determined by dividing the number of links by the number of nodes.
 - iii. A link is a segment of street between intersections.
 - iv. A node is an intersection, not including culs-de-sac or loop street intersections within closes.
 - v. Where the site connects to collectors or arterials buffered by common property, the intersection along the collector or arterial counts as a node and the street segment connecting to that intersection as a link.
- 8.1.6. **Streets**
- a. Streets must meet the standards of Chapter 14: Streets.
 - b. Streetscape elements should change in character to match district of the average surrounding lots.
 - c. Streets perpendicular to existing topography should be avoided.
 - d. Non-vehicular streets may be provided as follows:
 - i. Non-vehicular streets must be a minimum of 30 feet in width;
 - ii. Non-vehicular streets must connect two or more streets which have vehicular access;
 - iii. Non-vehicular streets must have a pedestrian walkway a minimum of 6 feet in width providing access to lots and between streets;
 - iv. Non-vehicular streets greater than 120 feet in length must provide fire access along the non-vehicular street or a parallel access way, as determined by the Fire Department.
- 8.1.7. **Utilities**
- a. Utility location and sizing must be coordinated with the Public Works Department.
 - b. Utility lines of all kinds, including those of franchised utilities, must be supplied through underground networks.
 - c. The developer must make the necessary arrangements for service with each utility in accordance with the utility's established policies.
 - d. On-site sewage disposal systems (OSDS) may be permitted by the public works director on a case-by-case basis.

- e. Easements providing maintenance access to utility lines must be provided as required by Public Works and any franchised utilities.
- f. Shared trenching should be used wherever feasible.
- g. Single Lot Development
 - i. Utility connections and laterals must be provided in accordance with Public Works standards.
 - ii. In T2 and T3, all meters must be provided within the site.
 - iii. In T2 and T3, where the site is served by a pressurized sewer, an individual grinder is required for each lot.
 - iv. In T4 and T5, where the site is served by a pressurized sewer, multiple adjacent units should be served by larger, combined grinders.

8.1.8. Existing Structures

- a. Newly platted lots must conform to setback requirements for any existing structures where:
 - i. Lots are subdivided;
 - ii. Lots are merged;
 - iii. Lot lines are adjusted;
 - iv. Lots are replat;
 - v. New lots are created.

8.1.9. Lot Geometry and Orientation

- a. Lots must be rectangular or square except as follows:
 - i. Where a new lot aligns with existing irregular lot lines.
 - ii. Where a new lot has frontage along irregular streets or open space geometries.
- b. Lot corners must be between 70 and 110 degrees except where prevented by existing lot lines or irregular streets or open space geometries.
- c. For rectangularly proportioned lots, including irregular lots within which a rectangle can be inscribed, the narrower aspect of the lot proportion must be oriented along a street or open space.

8.1.10. Lot Platting

- a. Sites must be platted into lots, limited common property, and streets.
- b. Newly platted lots must have frontage along an existing street, a new street, limited common property, or a common space amenity such as a golf course, lake, plaza, or square.
- c. Lots must meet the size requirements by zone, as specified in Section 8.4.5 and Section 9.2.
- d. Sites must be platted with front or side lot lines along existing streets, except along collectors or arterials.

8.1.11. Frontage Assignment

- a. Primary frontages must be assigned for each lot, corresponding with the lot line bearing the address.
- b. Secondary frontages must be assigned for each lot with a side street lot line, corresponding with the side street lot line.

8.1.12. District and Zone Transitions

- a. Districts assigned pursuant to this Chapter must transition down in intensity to existing adjacent properties.
- b. Newly platted lots may transition by one district every 2 lots: T2 to T3.1, T3.1 to T3.2, T3.2 to T4, and T4 to T5.

- i. Where an existing street separates new lots from existing lots, the required transition is reduced to one lot along the length of the street.
- c. Special Districts must be buffered from surrounding lots by common property or preserve for a minimum of 50 feet.

8.1.13. Lakefronts

- a. Lake edges, seawalls, and docks must meet the requirements of Section 9.6
- b. Shared lakefront landscaping, seawalls, and docks may be constructed as part of any multi-unit development, provided ownership and maintenance procedures and funding are provided as part of deed covenants.

8.2. LOT MERGER

- 8.2.1. Lots may be merged using a Level 1 process.
- 8.2.2. Lots within areas to Enlarge or Naturalize may be merged without maximum size restrictions.
- 8.2.3. All other lots may be merged up to the maximum lot size specified in Table 9.2-1.
 - a. T3 lots may be merged in excess of maximum lot size subject to Level 2 approval, and recorded as the district, T3.2 or T2, corresponding to the new size.

8.3. LOT SPLIT AND LOT LINE ADJUSTMENT

- 8.3.1. Lots may be subdivided into 3 or fewer lots using a Level 1 process.
- 8.3.2. Lots may be subdivided into more than 3 lots using a Level 3 process.
- 8.3.3. Lot lines may be adjusted between 2 or 3 lots using a Level 1 process.
- 8.3.4. Lots resulting from a lot split or lot line adjustment must meet the minimum size requirements specified in Section 9.2.

8.4. HOUSING CLUSTER RE-PLAT

- 8.4.1. Housing cluster re-plats are subject to a Level 3 process.
- 8.4.2. **Qualifying Sites**
 - a. The following sites may be re-platted to accommodate cluster housing:
 - i. Undeveloped culs-de-sac fully under ownership of the applicant;
 - ii. Undeveloped or partially developed culs-de-sac where the applicant has legally recorded agreement with all existing property owners within the cul-de-sac;
 - iii. Lots or assembled lots between 1 and 4 acres in area.
- 8.4.3. **Existing Infrastructure**
 - a. Existing streets and infrastructure may be redeveloped, relocated, or removed at the applicant's expense.
 - b. Where existing streets or infrastructure provide service beyond the site, current service must be retained or provided at a minimum of the existing level through relocation or redevelopment.
- 8.4.4. **Through Access**
 - a. Where sites span between two existing streets, a vehicular or pedestrian street must be provided between the streets.

- b. Where sites abut existing or planned trails, a pedestrian trail connection must be provided from a street to the existing or planned trail.
- 8.4.5. **Streets**
- a. New streets may be added within housing clusters.
 - b. New streets may be full movement, one-way, yield, or non-vehicular.
- 8.4.6. **Zoning**
- a. T3.1, T3.2, and T4 zones may be assigned to lots within housing clusters.
 - b. Zones must transition from existing, adjacent lots according to Section 8.1.12.
- 8.4.7. **Parking Location**
- a. Parking may be provided to each lot individually, or collectively within shared parking lots.
 - b. Shared parking lots are limited to a maximum of 20 spaces per lot.
 - c. Shared parking lots must be located as follows:
 - i. Buildings must be located between shared parking lots and existing streets.
 - ii. Shared parking lots must be a minimum of 20 feet from adjacent existing lots, separated by a landscape buffer, subject to the requirements of Chapter 12: Landscape.
- 8.4.8. **Limited Common Property**
- a. A minimum of 3% of the total replat area must be provided as limited common property.
 - b. Limited common property must be a minimum dimensions of 40 feet in any direction, measured by an inscribed rectangle.
 - c. Limited common property must not exceed a 5:1 ratio, measured by an inscribed rectangle.

8.5. POCKET NEIGHBORHOOD RE-PLAT

- 8.5.1. **Qualifying Sites**
- a. The following sites may be re-plat to accommodate cluster housing:
 - i. Undeveloped subdivisions fully under ownership of the applicant;
 - ii. Undeveloped or partially developed subdivisions where the applicant has legally recorded agreement with all existing property owners;
 - iii. Lots or assembled lots over 8 acres in area.
- 8.5.2. **Existing Infrastructure**
- a. Existing streets and infrastructure may be redeveloped, relocated, or removed at the applicant's expense.
 - b. Where existing streets or infrastructure provide service beyond the site, current service must be retained or provided at a minimum of the existing level through relocation or redevelopment.
- 8.5.3. **Through Access**
- a. Where sites span between two existing streets, a vehicular street must be provided between the streets.
 - i. Where grades exceed 12% a pedestrian street may be provided in lieu of a vehicular street.
 - b. Where sites abut existing or planned trails, a pedestrian trail connection must be provided from a street to the existing or planned trail.

8.5.4. **Blocks**

- a. The site must be divided into blocks.
- b. Block perimeters may be defined by streets, common property, and limited common property.
- c. Blocks are limited to 800 feet in any dimension.

8.5.5. **Streets**

- a. New streets should have an average slope of 15% or less.
- b. Yield street centerline length is limited to 50% of total street centerline length.
- c. Non-vehicular street centerline length is limited to 30% of total street centerline length.

8.5.6. **Alleys**

- a. T4 and T5 lots should be serviced by alleys, except where one lot occupies an entire block or all lots within a block have secondary frontages.

8.5.7. **Zoning**

- a. T3.1, T3.2, T4, and T5 zones may be assigned to lots within pocket neighborhoods.
- b. Zones must transition from existing, adjacent lots according to Section 8.1.12.
- c. Zone assignments are limited by percentage of lot area, specified in Table 8.5-1.

TABLE 8.5-1. ZONE RATIOS

DISTRICT	PERCENTAGE
T5	5% max.
T4	20 - 50%
T3.2	30 - 80%
T3.1	30% max.

8.5.8. **Limited Common Property**

- a. A minimum of 5% of the total replat area must be provided as limited common property.
- b. Limited common property must be a minimum dimensions of 40 feet in any direction, measured by an inscribed rectangle.
- c. Limited common property must not exceed a 4:1 ratio, measured by an inscribed rectangle.

8.6. NEIGHBORHOOD CENTER REPLAT

8.6.1. **Qualifying Sites**

- a. The following sites may be re-plat to accommodate neighborhood centers:
 - i. Lots or assembled lots between 2 and 8 acres in area in locations identified in the CMP.

8.6.2. **Existing Infrastructure**

- a. Existing streets and infrastructure may be redeveloped, relocated, or removed at the applicant's expense, except Arterials and Collectors, which may only be modified.
- b. Where existing streets or infrastructure provide service beyond the site, current service must be retained or provided at a minimum of the existing level through relocation or redevelopment.

8.6.3. **Through Access**

- a. Where sites span between two existing streets, a vehicular street or connecting driveway must be provided between the streets.
 - i. Where grades exceed 8% a pedestrian street may be provided in lieu of a vehicular street.
- b. Where sites abut existing or planned trails, a pedestrian trail connection must be provided from a street to the existing or planned trail.

8.6.4. **Blocks**

- a. Sites over 5 acres in area must be divided into blocks.
- b. Block perimeters may be defined by streets, common property, and limited common property.
- c. Blocks are limited to 800 feet in any dimension.
- d. Where block dimensions exceed 600 feet, a pedestrian path, a minimum of 20 feet in width, must be provided:
 - i. Through the block where blocks are entirely within the site, or
 - ii. Between the block face and the edge of the site where blocks are not entirely within the site.

8.6.5. **Streets**

- a. New streets should have an average slope of 10% or less.
- b. Yield streets are not permitted within Neighborhood Centers.
- c. Non-vehicular street centerline length is limited to 30% of total street centerline within the site.

8.6.6. **Alleys**

- a. T4 and T5 lots should be serviced by alleys, except where one lot occupies an entire block or all lots within a block have secondary frontages.

8.6.7. **Zoning**

- a. T4 and T5 zones may be assigned to lots within neighborhood centers.
- b. Zones must transition from existing, adjacent lots according to Section 8.1.12.
- c. Zone assignments are limited by percentage of lot area, specified in Table 8.6-1.

TABLE 8.6-1. ZONE RATIOS

DISTRICT	PERCENTAGE
T5	40% min.
T4	60% max.

8.6.8. **Common Property**

- a. Common property must be a minimum dimension of 30 feet in any direction, measured by an inscribed rectangle.
- b. Common property must not exceed a 5:1 ratio, measured by an inscribed rectangle.

8.7. ACTIVITY CENTER REPLAT

8.7.1. Qualifying Sites

- a. The following sites may be re-plat to accommodate activity centers:
 - i. Sites identified within the CMP.

8.7.2. Existing Infrastructure

- a. Existing streets and infrastructure may be redeveloped, relocated, or removed at the applicant's expense.
- b. Where existing streets or infrastructure provide service beyond the site, current service must be retained or provided at a minimum of the existing level through relocation or redevelopment.

8.7.3. Through Access

- a. Where sites span between two existing streets, a vehicular street must be provided between the streets.
 - i. Where grades exceed 12% a pedestrian street may be provided in lieu of a vehicular street.
- b. Where sites abut existing or planned trails, a pedestrian trail connection must be provided from a street to the existing or planned trail.

8.7.4. Blocks

- a. The site must be divided into blocks.
- b. Block perimeters may be defined by streets, common property, and limited common property.
- c. Blocks are limited to 600 feet in any dimension.
- d. Blocks located along the edge of a site which does not lay along an existing street may exceed 600 feet, subject to the following:
 - i. Where topography within 100 feet of the site edge is 15% grade or less, one or more future street rights-of-way must be reserved, reducing future dimensions to 600 feet or less;
 - ii. Where topography within 100 feet of the site edge exceeds 15% grade, one or more future trail connections providing access to common space must be reserved, reducing future dimensions to 600 feet or less;
 - iii. Future vehicular street rights-of-way must be a minimum of 60 feet in width for compliance with this subsection;
 - iv. Future trail connections must be a minimum of 30 feet in width for compliance with this subsection.
- e. Where block dimensions exceed 400 feet, a pedestrian path, a minimum of 20 feet in width, must be provided:
 - i. Through the block where blocks are entirely within the site, or
 - ii. Between the block face and edge of the site where blocks are not entirely within the site.

8.7.5. Streets

- a. New streets should have an average slope of 8% or less.
- b. Activity centers must provide a maximum link-to-node ratio of 1.5.
- c. Yield street centerline length is limited to 30% of total street centerline length.
- d. Non-vehicular street centerline length is limited to 20% of total street centerline length.

8.7.6. Alleys

- a. T4 and T5 lots should be serviced by alleys, except where one lot occupies an entire block or all lots within a block have secondary frontages.

8.7.7. **Zoning**

- a. T3.2, T4, and T5 zones may be assigned to lots within activity centers.
- b. Zones must transition from existing, adjacent lots according to Section 8.1.12.
- c. Zone assignments are limited by percentage of lot area, specified in Table 8.7-2.

TABLE 8.7-2. ZONE RATIOS

DISTRICT	PERCENTAGE
T5	30 - 90%
T4	10 - 40%
T3.2	30% max

8.7.8. **Common Property**

- a. A minimum of 5% of the total replat area of common property must be provided in the form of squares or plazas.
- b. Squares and plazas must be a minimum dimension of 60 feet in any direction, measured by an inscribed rectangle.
- c. Squares and plazas must not exceed a 3:1 ratio, measured by an inscribed rectangle.
- d. Plazas must have a minimum of one edge along a vehicular street.

9. SITE AND BUILDING STANDARDS

9.1. LOT SIZE

9.1.1. Lot size must meet the minimum standards specified in Table 9.1-1.

TABLE 9.1-1. MINIMUM LOT SIZE			
DISTRICT	WIDTH	DEPTH	AREA
T5	18 ft. min. 500 ft. max.	40 ft. min.	200,000 sf. max.
T4	20 ft. min. 250 ft. max.	60 ft. min.	60,000 sf. max.
T3.2	60 ft. min.	90 ft. min.	5,400 sf. min. 20,000 sf. max.
T3.1	80 ft. min.	120 ft. min.	20,000 sf. min. 217,800 sf. max.
T2	200 ft. min.	200 ft. min.	217,800 sf. min.

9.2. LOT OCCUPATION

9.2.1. Buildings and covered structures are limited in the total area they may occupy as a percentage of the gross lot area as specified in Table 9.2-1.

TABLE 9.2-1. LOT OCCUPATION	
DISTRICT	OCCUPATION
T5	90% max.
T4	70% max.
T3.2	60% max.
T3.1	15% max.
T2	5% max.

9.3. STRUCTURES, GENERAL

9.3.1. Building Codes

- a. All structures must comply with the current versions of the following codes, as applicable:
 - i. Universal Residential Code;
 - ii. Universal Building Code;
 - iii. Arkansas Fire Prevention Code;
 - iv. Arkansas Plumbing Code;
 - v. Arkansas Mechanical Code;
 - vi. National Electrical Code;
 - vii. Arkansas Propane Code.

9.3.2. Electrical Wiring

- a. Electrical wiring gauge must be no greater than 12 gauge (i.e. 14 gauge is not permitted), except low voltage wiring.

9.3.3. Existing Easements

- a. Structures and fencing are prohibited within utility easements.

9.4. SETBACKS

9.4.1. Required Setbacks

- a. All structures must be set back from the lot boundaries as specified in Table 9.4-1, as illustrated in Tables 7.2-1 to 7.2-5, and as follows:
 - i. Front specifies the setback from the front lot line.
 - (1) Elements that project forward from frontage facades are permitted to encroach into Front Common setbacks as specified in Section 9.6.5.
 - ii. Side Street specifies the setback from from any side street lot lines.
 - (1) In T5, where there are multiple structures on one lot, the Side Street maximum setback applies to only the nearest structure.
 - (2) Elements that project forward from frontage facades are permitted to encroach into Side Street setbacks as specified in Section 9.6.5.
 - iii. Side specifies the setback from any side lot lines.
 - iv. Rear specifies the setback from the rear lot line, except where abutting an alley.
 - v. Rear Alley specifies the setback from the rear lot line in instances that it abuts an alley.
- b. Structures and pools must be set back a minimum of 20 feet from property lines along lakes and golf courses.
- c. Structures may exceed maximum setbacks where required by existing utility easement location.

TABLE 9.4-1. REQUIRED SETBACKS

DISTRICT	BUILDING	FRONT	SIDE STREET	SIDE	REAR	REAR ALLEY
T5	All Structures	2 ft. min. 12 ft. max.	2 ft. min. 12 ft. max.	0 ft. or 5 ft. min.	5 ft. min.	0 ft. min.
T4	Dwellings	8 ft. min. 16 ft. max.	6 ft. min.	0 ft. or 5 ft. min.	20 ft. min.	0 ft. min.
T4	Outbuildings & Structures	24 ft. min.	5 ft. min.	0 ft. or 5 ft. min.	5 ft. min.	0 ft. min.
T3.2	Dwellings	12 ft. min.	8 ft. min.	6 ft. min.	24 ft. min.	
T3.2	Outbuildings & Structures	30 ft. min.	6 ft. min.	6 ft. min.	6 ft. min.	0 ft. min.
T3.1	Dwellings	20 ft. min.	12 ft. min.	12 ft. min.	24 ft. min.	
T3.1	Outbuildings & Structures	30 ft. min.	8 ft. min.	8 ft. min.	8 ft. min.	8 ft. min.
T2	Dwellings	24 ft. min.	30 ft. min.	20 ft. min.	30 ft. min.	
T2	Outbuildings & Structures	30 ft. min.	12 ft. min.	12 ft. min.	12 ft. min.	8 ft. min.

9.4.2. **Garages**

- a. In alley loaded configurations, where garages are part of the primary dwelling unit structure, the following conditions apply:
 - i. Rear alley setback for outbuildings apply to the garage portion of the structure.
 - ii. Rear alley setback for dwellings apply to all other portions of the structure, including rooms above garages.
- b. Accessory dwelling units above garages that are separate from the principle dwelling structure are subject to the same setback requirements of the garage.

9.4.3. **Exemptions**

- a. Where existing utility easements require that structures exceed a maximum setback, such structures are exempted from that maximum setback requirement.
- b. The ACC may permit structures to exceed minimum or maximum setbacks where property slope would prohibit future accessible entry conversion.

9.4.4. **Nonconforming Setbacks for Pre-existing Structures**

- a. Any structure erected prior to the adoption of this code that does not conform to the setbacks requirements of this code:
 - i. May continue to exist and be renovated.
 - ii. May be expanded such that new portions of the structure comply with required setbacks.
 - iii. Must not be expanded in such a way that increases the nonconformity.

9.5. HEIGHT

9.5.1. The height of all structures is limited as specified in Table 9.5-1.

TABLE 9.5-1. MAXIMUM HEIGHT			
DISTRICT	BUILDING	MAXIMUM HEIGHT	HEIGHT TRANSITION
T5	All Structures	4 stories	50 ft. to T3; 100 ft. to T2
T4	Dwellings	3 stories	50 ft. to T2
T4	Outbuildings & Structures	2 stories	
T3.2	Dwellings	2 stories	
T3.2	Outbuildings & Structures	2 stories	
T3.1	Dwellings	2 stories	
T3.1	Outbuildings & Structures	2 stories	
T2	Dwellings	2 stories	
T2	Outbuildings & Structures	1 story	

9.5.2. **Height Transition**

- a. Where lots in T4 or T5 are within 50 feet of a lot in T3 or T2, structures are limited to 2 stories in height for a distance from the T3 or T2 properties as specified in Table 9.5-1.

9.5.3. **Measurement Baseline**

- a. Where the pre-development slope between the front property line and the location of the subject structure is 10% or less, height is measured from the front property line.
- b. Where the pre-development slope between the front property line and the location of the subject structure is over 10%, height is measured from the portion of the structure nearest to the front property line.

9.5.4. **Story Measurement**

- a. Building height is measured in stories above the measurement baseline.
- b. Below ground stories do not count toward building height.
- c. Below ground stories are those where the ceiling height is within 3 feet of the measurement baseline.
- d. Uninhabited roofs, chimneys, cupolas, antennae, vents, elevator bulkheads, stair housings, and other accessory elements do not count toward building height.

9.5.5. **Story Height**

- a. Above ground stories are limited in height as specified in Table 9.5-2. and as follows:
 - i. Story height is measured from finished floor to finished ceiling.
 - ii. Story height is measured at all points within the structure.
 - iii. Where an above ground story exceeds the maximum story height it is counted as one or more stories by dividing the story height, dividing by the maximum story height, and rounding up.
 - iv. Ceiling height in bathrooms and kitchens may be lower than minimum story height.

TABLE 9.5-2. STORY HEIGHT

DISTRICT	LEVEL	MINIMUM HEIGHT	MAXIMUM HEIGHT
T5	Ground Floor Non-Residential	16 ft.	25 ft.
T5	Ground Floor Multi-Family	12 ft.	16 ft.
T5	Ground Floor Single Family	10 ft.	14 ft.
T5	Upper Stories	10 ft.	14 ft.
T4	Ground Floor	10 ft.	16 ft.
T4	Upper Stories	8 ft.	12 ft.
T3.2	Ground Floor	9 ft.	12 ft.
T3.2	Upper Stories	8 ft.	10 ft.
T3.1	Ground Floor	9 ft.	12 ft.
T3.1	Upper Stories	8 ft.	10 ft.
T2	Ground Floor	8 ft.	12 ft.
T2	Upper Stories	8 ft.	10 ft.

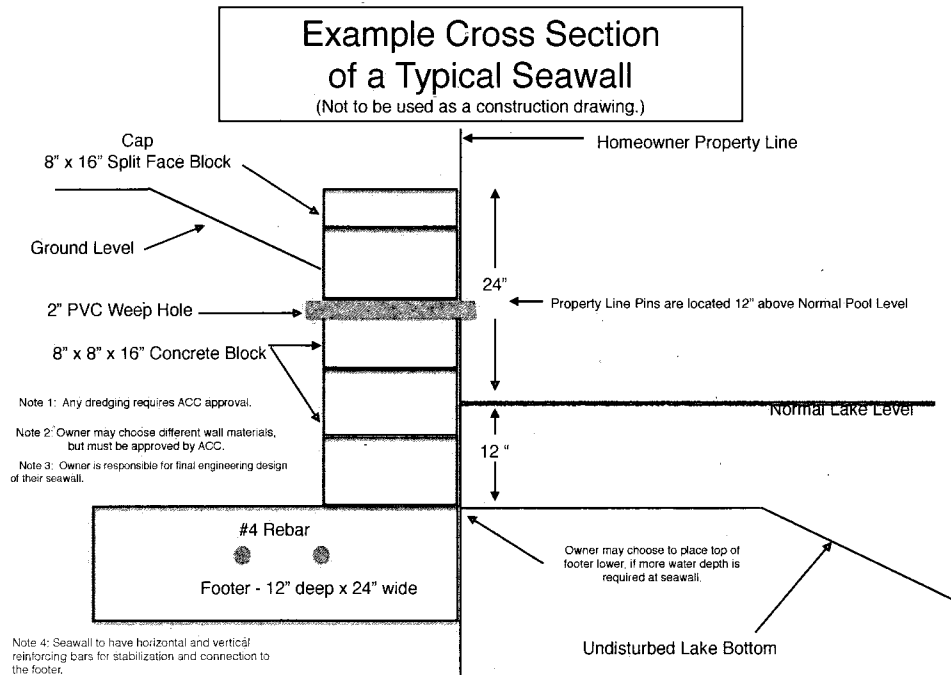
9.6. BUILDING ORIENTATION

- 9.6.1. Lots with a single building containing dwelling units, excluding accessory dwelling units, are subject to the following:
- a. The principle building must be oriented parallel to the front property line or tangent to a curved front property line.
 - b. Where lots abut a lake or golf course, the principle building may be oriented parallel to the lake or golf course abutting property line or tangent to such a curved property line.
- 9.6.2. Lots with multiple buildings containing dwelling units, excluding accessory dwelling units, are subject to the following:
- a. The building closest to the front property line must be oriented parallel to the front property line or tangent to a curved front property line.

9.7. LAKEFRONT PROPERTIES

- 9.7.1. Where properties abut lakes, seawalls or rip rap are required when the lot is sold, developed, or landscape modified.
- a. Clearing of scrub alone does not activate this standard.
- 9.7.2. **Seawalls**
- a. Construction of seawalls is limited as follows:
 - i. Construction is not allowed beyond the property line, however footings may extend beyond the property line and onto common property;
 - ii. Seawalls may be constructed within limited common property with the approval of the ACC.
 - b. Seawalls must extend a minimum of 2 feet above the normal pool elevation.
 - c. Seawalls are limited to 2 feet above grade on the land side.
 - d. Seawalls require a 4 foot minimum turn back at adjacent property lines and must extend the full width of the property.
 - e. Seawalls require a footer placed on undisturbed lake bottom.
 - f. Seawalls require a hydraulic pressure relief system.
 - g. Seawalls may not be constructed of wood.
 - h. Stormwater drainage must not be restricted by seawalls.
 - i. Concrete block seawalls are subject to the following (see Table 9.7-1):
 - i. Seawalls may not be attached to neighboring seawalls;
 - ii. Minimum block size is 8"x8"x16" with block cavities filled;
 - iii. 2-inch diameter PVC weep holes must be installed every 15 feet a minimum of 10 inches above normal pool level;
 - iv. Seawalls must be connected to footers with rebar;
 - v. Seawalls must have a cap.
 - j. Stacked rock seawalls are subject to the following:
 - i. The surface must be stable and rated to support active loads;
 - ii. Erosion control must be placed on both sides of the seawall, vegetation on the landward side and rip rap on the lake side.
 - k. Construction plans and details for seawalls over 4 feet in height above the footing must be sealed by an engineer or architect licensed in Arkansas.
 - l. Alternative materials may be approved by the ACC provided the following:
 - i. Designs are sealed by an engineer licensed in Arkansas;
 - ii. Materials are of a uniform or narrow color range;
 - iii. Top of wall elevation changes are within a range of 1/2 foot.

TABLE 9.7-1: SEAWALL CROSS SECTION



9.7.3. Rip Rap

- a. Where seawalls are not provided when a lot or waterfront is developed, rip rap must be provided from the property line extending into lakes to an elevation of 24 inches below normal pool level.
- b. Rip rap must be a minimum of 6 inches in diameter and must be placed upon non-woven geotextile fabric.

9.7.4. Docks

- a. One waterfront structure is permitted per lake front lot.
- b. Docks in townhouses areas are subject to the following:
 - i. One dock is allowed for each townhouse unit that fronts the lake;
 - ii. ACC may require boat docks to be consolidated into one dock with multiple slips;
 - iii. Docks must be located directly in front of the individual townhouse unit and kept 20 feet from adjoining property lines.
 - iv. Dock and townhouse ownership is linked and transfers together.
- c. The following are prohibited:
 - i. Flat decks for use as sun decks, party decks, or any other occupancy over boat docks, boat slips, or swim docks.
 - ii. Enclosed boat docks, decks, or slips.
- d. Lighting and electrical are subject to the following:
 - i. Boat docks with electrical wiring must post electrical shock hazard risk signage, in accordance with Arkansas State Statutes.
 - ii. Lights must be pointed downward and be shielded to prevent bulb visibility within 50 feet of the lake side of the structure and not beyond property lines.
- e. Permanent boat docks and decks are subject to the following:

- i. Structures must be be 20 feet from adjoining property lines and extensions of property lines into the lake;
 - ii. Structures are limited to 28 feet in length from the property line.
 - iii. Structures must not interfere with access to existing docks.
 - iv. The ACC may restrict dock length and placement within congested coves to ensure access, including requiring boat slips rather than docks.
 - v. Boat slips may be cut into the shoreline or extended into the lake, but must be located a minimum of 15 feet from adjoining property lines.
- f. Floating boat docks and decks are subject to the following:
- i. The design must allow for the rise and fall of lake levels;
 - ii. The design must incorporate an encapsulated polyethylene shell;
 - iii. Metal roofs are allowed in earth tone colors only.
- g. The following modifications or conditions require conformance with this code:
- i. Additions or changes to the existing dock or deck size, configuration, or location;
 - ii. Changes or repairs to the flotation system, including the dock structural elements attached to the system;
 - iii. Changes or additions of roof coverings and their associated structural elements;
 - iv. Changes or additions to accessories, including manual or electrical boat lift systems;
 - v. Occurrence of visible deterioration or braking up of the existing flotation system, which could result in environmental contamination of the lake;
 - vi. If a dock is moved from one location or lot to another.

9.8. FRONTAGE

9.8.1. General

- a. Primary and secondary frontages may be assigned on the subdivision plat.
- b. Where primary and secondary frontages are not assigned on the subdivision plat, they are assigned as generally illustrated in Table 9.8-1 and as follows:
 - i. Primary frontages correspond with the lot line bearing the address.
 - ii. Secondary frontages correspond with all side street lot lines.
- c. Frontage requirements regulate the following:
 - i. The yard space between front and side street lot lines and building facades nearest those lot lines, Frontage Yards;
 - ii. Building facades nearest the front and side street lot lines, Frontage Facades; and
 - iii. Elements projecting from building facades into frontages, Frontage Encroachments.

9.8.2. Frontage Buildout

- a. Frontage buildout requirements apply to T4 and T5 districts only.
- b. Frontage buildout requires that a minimum length of frontages, primary or secondary, are lined with building facades situated between the minimum and maximum setbacks, as generally illustrated in Table 9.8-2.
- c. In T4, frontage buildout at primary frontages must be a minimum of 50%.
- d. In T5, frontage buildout at primary frontages must be a minimum of 70%.

- e. In T5, frontage buildout at secondary frontages must be a minimum of 50%.
 - i. Secondary frontage buildout is not required where existing street and site grade results in an elevation difference of 15 feet or more along secondary frontages.

9.8.3. Frontage Yards

- a. A frontage yard type must be selected from Table 9.8-3.
- b. Frontage yards are subject to the requirements specified in Table 9.8-4.

9.8.4. Frontage Facades

- a. Frontage facade requirements apply to T4 and T5 districts only.
- b. The primary building entry must be located along a frontage facade.
- c. Access to the primary building entry must be provided from the front property line.
- d. Glazing along frontage facades must meet the requirements specified in Table 9.8-5 and as follows:
 - i. Glazing is calculated on a per-story basis along the frontage facade.
 - ii. Glazing is calculated as the percentage of the total area of glazing within a story divided by the total facade area of that story.
 - iii. Window muntins and other glazing divisions less than 4 inches in width are considered glazed areas.

9.8.5. Frontage Encroachments

- a. Building features that project forward from frontage facades into front or side street setbacks are frontage encroachments.
- b. Encroachments into frontages are prohibited in T2 and T3.
- c. Frontage encroachments are limited by district as specified in Table 9.8-6 and as follows:
 - i. Trim, cornices, eaves, plaques, mailboxes, bay and bow windows, storefront windows, permitted signs, and other elements that are anchored to walls may project up to 3 feet.
 - ii. Additional requirements by type of encroachment are specified in Table 9.8-7.

TABLE 9.8-1. FRONTAGES

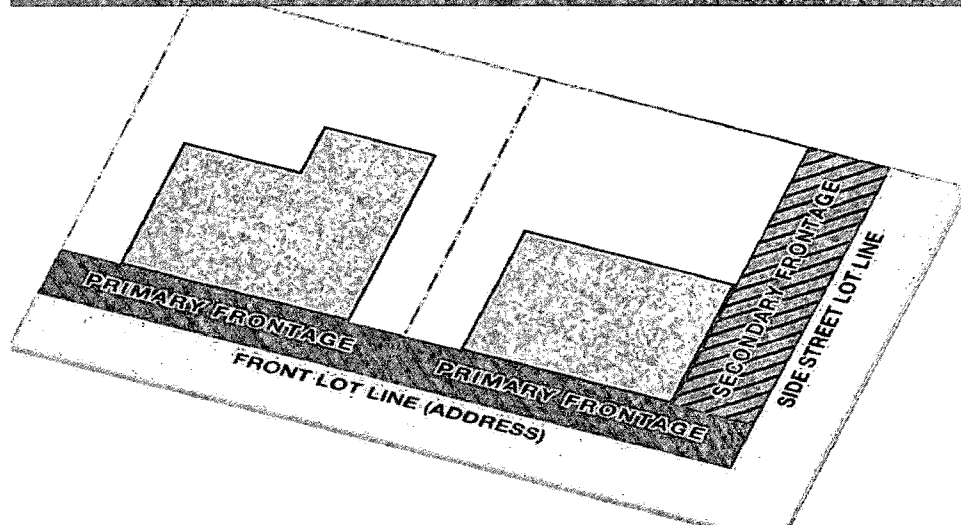
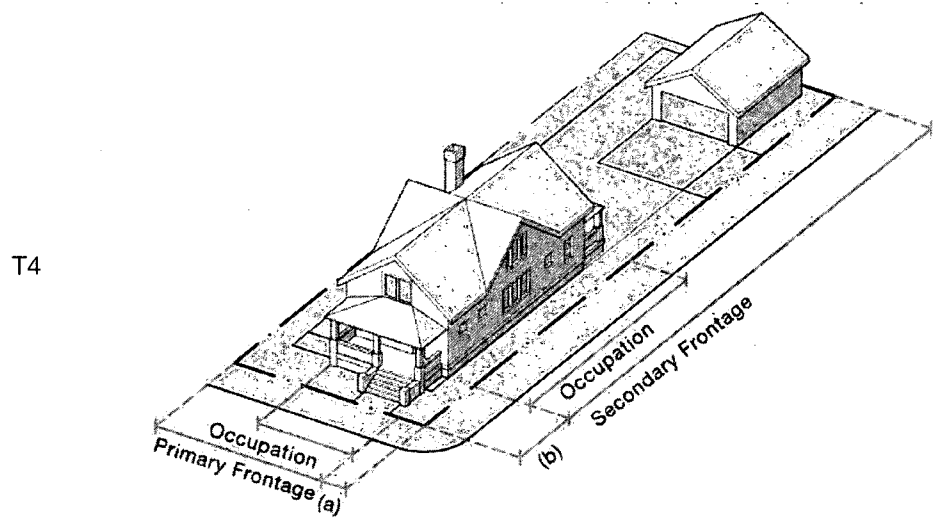
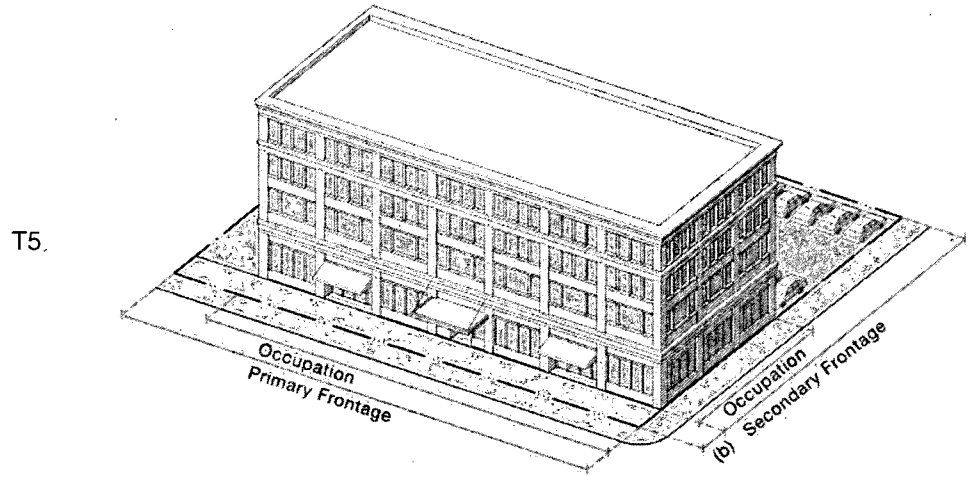


TABLE 9.8-2. FRONTAGE BUILDOUT
 DISTRICT PERMITTED FRONTAGE YARD TYPES



- (a) Side street setback is excluded from the primary frontage length when determining frontage buildout.
- (b) Front setback is excluded from the secondary frontage length when determining frontage buildout.

TABLE 9.8-3. PERMITTED FRONTAGE YARD TYPES

DISTRICT	PERMITTED FRONTAGE YARD TYPES
T5	Urban, Pedestrian Forecourt, Shallow Yard
T4	Fenced Yard, Shallow Yard
T3	Continuous Yard
T2	Continuous Yard

TABLE 9.8-4. FRONTAGE YARD REQUIREMENTS

YARD		REQUIREMENTS
Urban	Planting	Permitted within raised containers
	Surface	Must be paved and at sidewalk grade, should match sidewalk material
	Fencing	Metal fencing permitted at outdoor seating areas only
	Planting	Discretionary
Pedestrian Forecourt	Surface	Must be a minimum of 30% paved and at sidewalk grade
	Fencing	Metal fencing permitted at outdoor seating areas only; masonry walls permitted along the frontage facade line
	Area	2,000 square feet, max.
	Activation	Must be lined by habitable spaces
Shallow Yard	Planting	6 shrubs per 500 sf. min. in T4; 50% min. organic surface
	Surface	Landscaped in T4, may be paved in T5
	Walkways	1 per building entry
	Fencing	Permitted
Fenced Yard	Planting	1 large tree, 2 small or medium trees, or 10 shrubs per 600 sf. min.; 60% min. organic surface
	Surface	Landscaped, paving limited to walkways, driveways, and terraces
	Walkways	1 per building entry
	Fencing	Required along front and side street property lines
Continuous Yard	Planting	1 large tree, 2 small or medium trees, or 10 shrubs per 800 sf. min.; 70% min. organic surface
	Surface	Landscaped, paving limited to walkways, driveways, and terraces
	Walkways	1 per building entry
	Fencing	Prohibited in T2. Permitted in T3 at frontage facade lines, not permitted along front or side street property lines

TABLE 9.8-5. FRONTAGE FACADE GLAZING

DISTRICT LEVEL		MINIMUM GLAZING	MAXIMUM GLAZING
T5	Ground Floor	60%	90%
	Upper Stories	30%	60%
T4	Ground Floor	30%	50%
	Upper Stories	30%	50%

TABLE 9.8-6. PERMITTED FRONTAGE ENCROACHMENTS

DISTRICT	ELEMENT	MAXIMUM DEPTH
T5	Arcades	100% of setback
	Galleries	100% of setback
	Canopies & Marquees	100% of setback
	Awnings	100% of setback
	Enclosed Porch	60% of setback, up to 8 feet excluding steps
T4	Open Porch	80% of setback, up to 8 feet excluding steps
	Stoop	100% of setback
	Terrace	100% of setback

TABLE 9.8-7. FRONTAGE ENCROACHMENTS REQUIREMENTS

ENCROACHMENT		REQUIREMENTS
Arcades	Depth	10 ft. min., to within 2 feet of curbs
	Width	80% of facade width, min.
	Material	Masonry or metal
	Lighting	Avg. 1/2 f.c. between dusk & dawn
Galleries	Depth	8 ft. min., to within 2 feet of curbs
	Width	20 ft. min.
	Material	Metal or wood
	Lighting	Avg. 1/2 f.c. between dusk & dawn
Canopies & Marquees	Depth	6 ft. min., to within 2 feet of curbs
	Width	Shopfront bay width, 20 ft. min.
	Material	Metal; wood ceiling permitted
Awnings	Depth	6 ft. min., to within 2 feet of curbs
	Width	Shopfront bay width
	Material	Fabric or canvas over metal structure
Enclosed Porches	Depth	4 ft. min.
	Width	12 ft. min.
	Vertical Material	Wood & glazing
	Railing Material	Wood infill panels
	Floor Material	Wood or Masonry
Open Porches	Depth	6 ft. min.
	Width	12 ft. min.
	Vertical Material	Wood
	Railing Material	Wood
	Floor Material	Wood or Masonry
Stoops	Depth	4 ft. min.
	Width	4 ft. min.
	Vertical Material	Wood or Masonry
	Railing Material	Metal or Masonry
	Floor Material	Masonry

9.9. SHOPFRONTS

- 9.9.1. All ground floor commercial uses must have shopfronts.
- 9.9.2. Shopfronts must occupy a minimum percentage of ground floor tenant facades as follows:
 - a. Tenant spaces 50 feet or less in width require shopfronts across 100% of the tenant facade;
 - b. Tenant spaces between 50 and 100 feet in width require shopfronts across a minimum of 70% of the tenant facade, not less than 50 feet total;
 - c. Tenant spaces over 100 feet in width require shopfronts across a minimum of 50% of the tenant facade.
- 9.9.3. Shopfront should be designed with the following elements:
 - a. A bulkhead, between the sidewalk and 18 to 30 inches above the sidewalk;
 - b. Shopfront display windows, between bulkheads and transoms, meeting the following standards:
 - i. Glazing must be clear.
 - ii. Reflective, tinted, and low-e glazing are not permitted.
 - iii. Display windows may project forward of the facade up to 3 feet.
 - c. Transom windows, between shopfront display windows and the signage band, meeting the following standards:
 - i. Glazing should match shopfront window glazing.
 - ii. Transom windows should be a minimum of 18 inches in height.
 - iii. Transom windows should have dividing muntins.
 - iv. Transom windows should be free of signage.
 - d. A signage band to accommodate band signs above transom windows, between 18 and 30 inches in height.
 - e. A transition band, terminating the shopfront by delineating the space between ground floor commercial uses and upper story uses. Gooseneck lighting is recommended, located within the transition band to illuminate band signs.
 - f. Roll-up windows may take the place of shopfront display windows and bulkheads.
- 9.9.4. Shopfronts entries should meet the following standards:
 - a. Entry doors should be recessed from the street to accommodate outward door swings.
 - b. Walls providing entry door recesses should be glazed to match shopfront display windows.
 - c. Entry doors should be a minimum of 8 feet in height.
 - d. The business address should be advertised with a window sign on the transom above the entry door.
- 9.9.5. Shopfront awnings should meet the following standards:
 - a. Awnings should be installed between shopfront windows and transom windows.
 - b. Awnings may be fixed or retractable.
 - c. Awnings should span the entire width of the shopfront.

9.10. FENCING AND WALLS

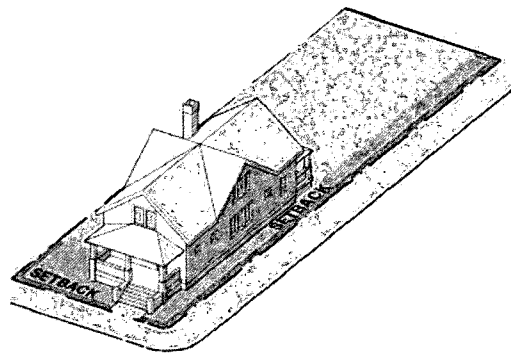
- 9.10.1. Fencing and walls within frontage yards is limited as specified in Table 9.8-4.
- 9.10.2. Border garden fencing does not require a permit and is limited as follows:
 - a. Border fencing is limited to 24 inches in height;
 - b. Border fencing may not be used for containment;
 - c. Rolled wire and roll up plastic are prohibited;
 - d. Materials should be wrought iron, coated aluminum, rigid plastic, or natural wood picket;
 - e. Colors should be natural earth tones.
- 9.10.3. The following fencing is prohibited:
 - a. Electric, barbed wire, razor wire, hog wire, rolled wire, or other types of hazardous fencing;
 - b. Any wire smaller in size than 12 gauge and wire mesh fencing;
 - c. Galvanized or painted metal wire fencing.
- 9.10.4. Chain link fencing is prohibited except:
 - a. In T5, the ACC may permit vinyl covered chain link on a case-by-case basis, set back a minimum of 20 feet from streets, paths, and common property.
 - b. The ACC may permit the continued use of vinyl covered chain link, black, green, or brown in color, in T2 and T3.
- 9.10.5. Fence and wall height is limited as specified in Table 9.10-1 and as follows (see Table 9.10-3):
 - a. Frontage fencing must be within 2 feet of front and side street property lines.
 - b. Fencing along golf courses and lakes must be black decorative metal or wrought iron, set back 20 feet from the rear property line, and limited to 5 feet in height.
 - c. Fencing along side and rear property lines within frontages is considered frontage fencing.
- 9.10.6. Fence and wall materials are limited as specified in Table 9.10-2.
 - a. Metal and iron fencing must be black.
 - b. Wood slats must be between 3.5 and 5.5 inches wide, with spaces equal to the slat width.

TABLE 9.10-1. MAXIMUM FENCE AND WALL HEIGHT					
DISTRICT	FRONTAGE FENCING	FRONTAGE FACADE	SIDE	REAR	REAR ALLEY
T5	n/a	8 ft.	8 ft.	8 ft.	6 ft.
T4	4 ft.	6 ft.	6 ft.	6 ft.	6 ft.
T3	n/a	5 ft.	5 ft.	5 ft.	4 ft.
T2	n/a	5 ft.	5 ft.	5 ft.	4 ft.

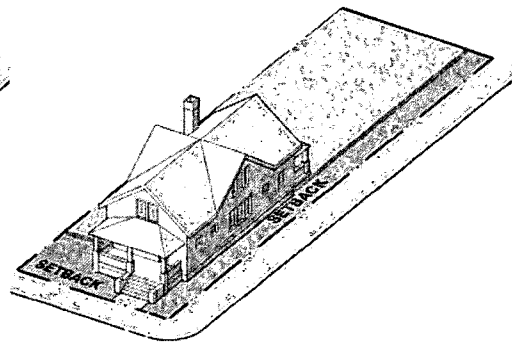
TABLE 9.10-2. FENCE AND WALL MATERIALS

DISTRICT	MASONRY	DECORATIVE METAL OR WROUGHT IRON	WOOD
T5	Permitted; Stain or stucco required.	Permitted; 70% opaque max.	Prohibited
T4	Permitted; Stain or stucco required.	Permitted; 40% opaque max.	Permitted; Paint required.
T3:2	Prohibited	Permitted	Permitted; Paint or stain required.
T3.1 & T2	Prohibited	Prohibited	Permitted

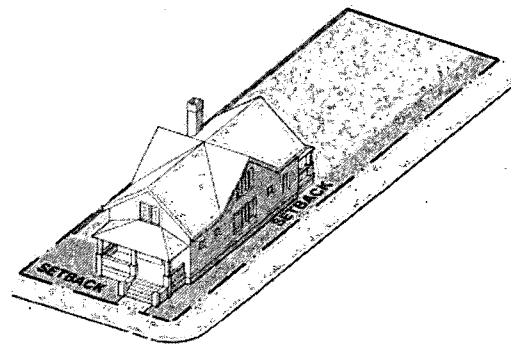
TABLE 9.10-3. FENCING TERMINOLOGY



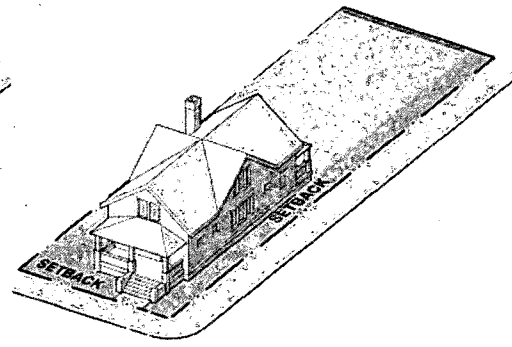
Frontage Fencing



Frontage Facade Fencing



Side Fencing



Rear Fencing

9.11. MAILBOXES

- 9.11.1. Mailboxes must comply with United States Postal Service regulations.
- 9.11.2. Multi-family mailboxes must be located within the building or ganged.
- 9.11.3. Single-family mailboxes must be located as follows:
 - a. On the right-hand side of the roadway in the direction of delivery.
 - b. Streets without sidewalks: mailboxes must be located a minimum distance from the edge of pavement, 2 feet on local streets and 4 feet on collectors.
 - c. Streets with sidewalks: mailboxes must be located within the private property either accessible from the sidewalk or at the building entrance.
 - d. Mailboxes located at a driveway entrance must be placed on the far side of the driveway in the direction of delivery.
- 9.11.4. Mailbox posts must be of the following materials:
 - a. Metal,
 - b. PVC (schedule 80), or
 - c. 4" x 4" wooden.
- 9.11.5. No concrete blocks, brick, rock, or other decorative design can be used for the enclosure of the mailbox support.
- 9.11.6. Posts must be supported by a concrete base, embedded no more than 6" below grade.
- 9.11.7. Mailboxes must be a minimum of 100 feet from street intersections.

9.12. SWIMMING POOLS

- 9.12.1. Above ground swimming pools are prohibited.
- 9.12.2. Swimming pools and equipment is prohibited within frontages.
- 9.12.3. Screening is required at lake and golf course adjacent lots where the finished height of the pool deck is 24 inches or more above the natural ground level.
- 9.12.4. Swimming pools built on contiguous lots must cross both lot lines.
- 9.12.5. Swimming pools must include fencing or other barriers compliant with the International Residential Code, Appendix G and Arkansas Fire Prevention Code.
 - a. Swimming pool fencing and barrier material and design is subject to ACC approval.
- 9.12.6. Swimming pool construction must comply with the Arkansas Fire Prevention Code Volume III and the current National Electric Code.

9.13. VISITABILITY

- 9.13.1. Newly constructed single-family residential dwellings are subject to the requirements of this section.
- 9.13.2. Ground floor doors must provide a minimum of 32 inches of clear passage space.
- 9.13.3. One ground floor bathroom must be wheelchair accessible.
- 9.13.4. One ground floor room should be a bedroom or designed for future conversion to a bedroom.
- 9.13.5. One entry should be designed for future conversion to a zero-step entry.

9.14. ACCESSORY DWELLING UNITS

- 9.14.1. Accessory dwelling units (ADUs) are restricted as specified in Chapter 11. Use.
- 9.14.2. ADUs may be provided in the following locations:
 - a. Within the primary dwelling structure;
 - b. Within a free-standing garage;
 - c. As an independent, free-standing outbuilding.
- 9.14.3. ADUs are limited to a maximum area of 800 square feet.
- 9.14.4. ADUs must have an entry independent of the primary dwelling, accessible from a frontage or from a rear alley.

9.15. SOLAR ENERGY SYSTEMS

- 9.15.1. Solar panels and solar roofs must be roof-mounted.
- 9.15.2. Solar panel trim must be either black or colored to match the roof.
- 9.15.3. Solar panels must not be located on street-facing roof slopes.
- 9.15.4. Plans for solar roofs must specify the physical size of solar and non-solar units.
- 9.15.5. Solar roofs must match in color, size, and shape for the entire roof area.
- 9.15.6. Installers must inspect roof framing to ensure it is suited for the weight of the solar power installation.

9.16. STORM SHELTERS AND SAFE ROOMS

- 9.16.1. Storm shelters and safe rooms, collectively shelters, are prohibited within front and side street setbacks.
- 9.16.2. Shelters must be screened from visibility from frontages.
- 9.16.3. Shelters must be painted to match the primary building.
- 9.16.4. Shelters may not be installed in the rear yard of lots abutting a lake or golf course.
- 9.16.5. Shelters must meet or exceed the following requirements:
 - a. FEMA 320 4th Edition (December 2014);
 - b. FEMA 361 Guidelines;
 - c. ICC 500 (2014 standard).
- 9.16.6. Installer must provide a certificate of installation compliance letter and seal to the homeowner stating compliance with each standard cited in Section 9.16.5.
- 9.16.7. Where an existing slab is to be modified to accommodate a shelter, the installer must inspect the slab prior to cutting.
- 9.16.8. Where a variance is requested for an external structure location or design, notice of ACC review in the matter will be given to anyone within 150 feet from the property, 30 days prior to review.

9.17. PROPANE TANKS

- 9.17.1. **Above Ground Cylinders**
 - a. Above ground cylinders are limited to a maximum 100 lb. capacity.
 - b. All 100 lb. cylinders must be placed on a pre-stressed concrete slab.
 - c. 100 lb. cylinders are limited to 4 per property.

- d. 100 lb. cylinders may be placed adjacent to the side of the structure they are servicing.
 - e. Cylinders may not be located within frontages.
 - f. Cylinders visible from frontages must be screened.
- 9.17.2. **Underground Containers**
- a. Any container larger than 100 lb. must be underground.
 - b. LPG tanks for commercial buildings may be installed aboveground, subject to ACC approval and screening requirements.
- 9.17.3. **Propane Piping**
- a. Above ground piping must be no more than 12 inches above grade.
 - b. Above ground piping visible from frontages must be screened.
- 9.17.4. **System Change or Expansion**
- a. Any system expansion or change in location of system elements requires a new permit.
 - b. A licensed LPG installer must retest the entire system in accordance with Arkansas LPG codes.

9.18. EMERGENCY GENERATORS

- 9.18.1. **General**
- a. Generators are prohibited within easements, and front and side street setbacks.
 - b. Generators may not be installed in the rear yard of lots abutting a lake or golf course.
 - c. Generators must be placed on a pre-stressed or poured concrete slab.
 - d. Generators should not exceed a 70DBA noise level, measured at 23 feet from the generator, horizontally.
- 9.18.2. **Fuel Source**
- a. Fuel source container and location must be specified on the application.
 - b. Residential generators must be propane powered.
 - c. Commercial generators that are diesel fuel powered may be permitted by the ACC on a case-by-case basis.
 - d. Propane tank installation requires a separate permit.

9.19. SATELLITE DISHES

- 9.19.1. Satellite dish location must be approved by the ACC in coordination with the installer.
- 9.19.2. Satellite dishes are prohibited at the front of buildings except where the installer specifies that front installation is the only location to access a signal.
- 9.19.3. Satellite dishes visible from frontages must be screened.

9.20. RADIO ANTENNAE

- 9.20.1. Radio antennae location, height, and support structures must be approved by the ACC.
- 9.20.2. Radio antennae are prohibited within frontages.

9.21. SEWAGE DISPOSAL

- 9.21.1. No privately owned on-site sewage disposal system (OSDS) is permitted upon any lot unless the POA has indicated it will not make its sewer system available
- 9.21.2. OSDS must be designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C. and the public works director.

9.22. WATER SUPPLY

- 9.22.1. No privately owned water system is permitted upon any lot unless the POA has indicated it will not make its water system available.
- 9.22.2. Privately owned water systems must be designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C. and the public works director.

10.PARKING

10.1. PARKING LOCATION AND ACCESS: T2 AND T3

10.1.1. Driveways

- a. Driveways are limited as follows:
 - i. Driveway width is limited to a maximum of 12 feet;
 - ii. Driveways accessing multiple garage doors may be up to width of the garage within 20 feet of the garage doors;
- b. In T3, driveways are limited to a single point of access.
- c. In T2, driveways may have a single point of access or two points of access in a loop.
- d. Lots with side street lot lines should provide parking access from that lot line.

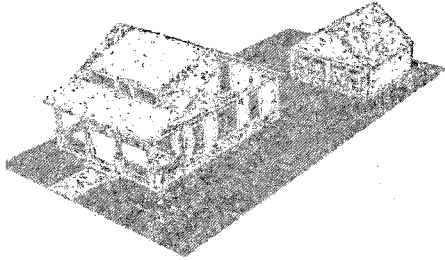
10.1.2. Carports and Covered Parking

- a. Carports and covered parking, excluding garage parking, is not permitted.

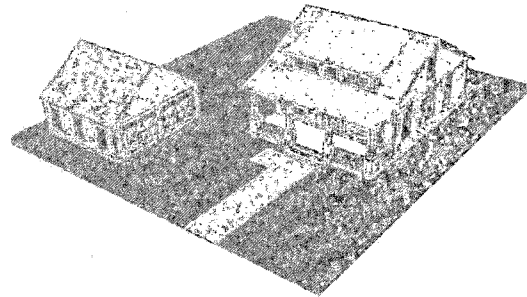
10.1.3. Garages

- a. Individual garage doors are limited to a maximum width of 10 feet.
- b. Garages must be configured in one of the following orientations, as generally illustrated in Table 10.1-1:
 - i. Type 1: Independent of the dwelling.
 - ii. Type 2: Front-entry, subservient to the dwelling facade.
 - iii. Type 3: Side-entry, within the main dwelling volume.
 - iv. Type 4: Side-entry, forward of the main dwelling volume.
- c. Type 1 garages are subject to the following requirements:
 - i. The garage must be detached from the dwelling a minimum of 10 feet.
 - ii. Where the garage is closer to the front property line than the dwelling:
 - (1) Vehicular entry movement must be parallel with the front property line.
 - (2) A minimum of one window should be installed on the garage facade, facing the front property line.
- d. Type 2 garages are subject to the following requirements:
 - i. The garage must be set back a minimum of 10 feet from the principal dwelling facade.
- e. Type 3 garages are subject to the following requirements:
 - i. The garage should be set towards the rear of the main dwelling volume.
 - ii. The garage may not extend forward of the main dwelling volume.
 - iii. Where the garage is located parallel with the dwelling front facade, a minimum of one window should be installed on the garage facade, facing the front property line.
- f. Type 4 garages are subject to the following requirements:
 - i. Vehicular entry to the garage must be parallel with the front property line.
 - ii. A minimum of one window should be installed on the garage facade, facing the front property line.

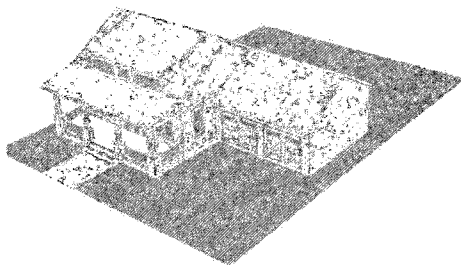
TABLE 10.1-1. GARAGE TYPES AND ORIENTATION



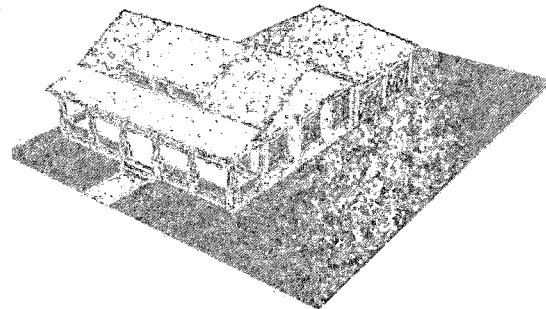
TYPE 1: FREESTANDING, REAR



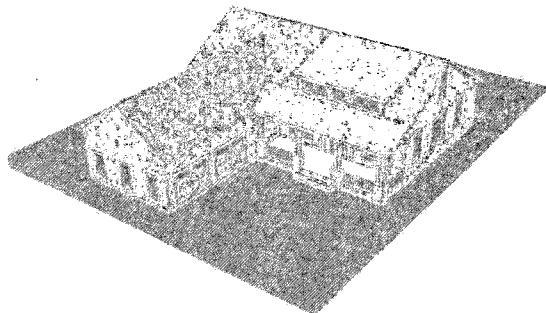
TYPE 1: FREESTANDING, FRONT



TYPE 2: ATTACHED, FRONT ENTRY



TYPE 3: ATTACHED, SIDE ENTRY



TYPE 4: ATTACHED, FORWARD OF HOUSE

10.2. PARKING LOCATION AND ACCESS: T4

- 10.2.1. Off-street parking, where provided, may be provided individually or collectively.
- 10.2.2. Driveways are limited as follows:
 - a. Driveways providing parking access to 4 or fewer units are limited to a maximum of 12 feet in width.
 - b. Driveways providing parking access to more than 4 units are limited to a maximum of 22 feet in width.
- 10.2.3. Garages within the front half of a lot are limited in width to 30% of the lot width.
- 10.2.4. Carports and covered parking are permitted in off-street parking areas and must be located behind buildings relative to front lot lines.
- 10.2.5. Parking access is permitted as follows:
 - a. Where alleys abut any property line for individual or collective properties, on-site parking must be accessed from an alley.
 - b. Lots or collective properties without alley access with any side street lot lines must access parking from a side street lot line.
 - c. Lots without alley access or side street lot lines may access parking from the front lot line, limited to one access point adjacent to a side lot line.
 - d. Collective properties without alley access or side street lot lines may access parking from the front lot line, limited to two access points, each along a side lot line.
- 10.2.6. Off-street parking serving individual lots must be located as follows:
 - a. Where lot slope is 10% or less, parking must be located within the rear half of the lot.
 - b. Where lot slope is greater than 10%, parking must be located a minimum of 10 feet behind the dwelling front facade.
- 10.2.7. Off-street parking serving collective properties must be located as follows:
 - a. Parking must be a minimum of 10 feet behind the facade of the nearest building to front and side street lot lines.
 - b. Parking must be shielded from front and side street lot lines by buildings or frontage facade fencing.

10.3. PARKING LOCATION AND ACCESS: T5

- 10.3.1. Off-street parking, where provided, should be provided collectively.
- 10.3.2. Adjacent lots providing off-street parking must provide vehicular and pedestrian connections between their off-street parking areas.
- 10.3.3. Parking must be located behind buildings relative to front lot lines.
- 10.3.4. Carports and covered parking are permitted in off-street parking areas.
- 10.3.5. Along side street lot lines, parking must be shielded by buildings or frontage facade fencing.
- 10.3.6. Parking access is permitted as follows:
 - a. Where alleys abut any property line, access to on-site parking must be provided from the alley.
 - b. Lots with side street lot lines may provide one access point from each side street lot line.
 - c. Lots without alley or side street lot line access may provide one access point from the front property line.
- 10.3.7. Driveways are limited to a maximum of 22 feet in width.

10.4. AMOUNT OF PARKING

- 10.4.1. Single family residential units in T2 and T3 must have a minimum of 2 parking spaces per unit, located within a garage.
- 10.4.2. Single family residential units in T4 and T5 must have a minimum of 2 parking spaces per unit, on-street or off-street.
- 10.4.3. Accessory dwelling units must have a minimum of 1 parking space per ADU, on-street or off-street.
- 10.4.4. Parking provided for all other uses is at the discretion of the applicant.
- 10.4.5. Where parking for regular daily use (excluding special events) within activity centers or neighborhood centers overflows into adjacent neighborhoods, the POA may require off-street parking be added at cost to the original applicant.

10.5. PARKING LOT DESIGN

- 10.5.1. Parking lots must have a minimum vertical clearance of 7 feet, and 15 feet where the facility is to be used by trucks or for loading.
- 10.5.2. Parking lot paving should be pervious where soil conditions allow infiltration.
- 10.5.3. Drive aisles must meet the minimum size requirements as specified in Table 10.5-1.
- 10.5.4. Parking stalls must meet the minimum size requirements as specified in Table 10.5-2.

PARKING ANGLE	AISLE: ONE-WAY SINGLE LOADED	AISLE: ONE-WAY DOUBLE LOADED	AISLE: TWO WAY, DOUBLE LOADED
90 deg.	23 ft. min.	23 ft. min.	23 ft. min.
60 deg.	12.8 ft. min.	11.8 ft. min.	19.3 ft. min.
45 deg.	10.8 ft. min.	9.5 ft. min.	18.5 ft. min.
Parallel	10 ft. min.	12 ft. min.	20 ft. min.

STALL TYPE	STALL WIDTH	STALL LENGTH
Standard Stall	8.5 ft. min.	18 ft. min.
Compact Stall	7.5 ft. min.	16 ft. min.
Parallel Stall	7 ft. min.	22 ft. min.

10.6. PARKING LOT LANDSCAPING

- 10.6.1. Parking lot landscaping is required in accordance with Chapter 13.

10.7. LOADING AND SERVICE BAYS

- 10.7.1. On-site loading must be provided for all buildings greater than 40,000 square feet as follows:
 - a. Two loading bays are required;
 - b. Loading bays must be a minimum of 300 sf.;
 - c. Loading access must not require more than three turning movements.
- 10.7.2. Loading and service bays may be located on-site, a minimum of 20 feet behind facades.

11.USE

11.1. INTERPRETATION OF USES

- 11.1.1. The ACC determines within which category a use is considered to be.
- 11.1.2. ACC use determination may be appealed to the Board.

11.2. PERMITTED USES

- 11.2.1. Uses are permitted by district, according to Table 11.2-1.
- 11.2.2. Multiple uses per lot are permitted in T5.
- 11.2.3. Uses operated by the POA on Common Property are subject to ACC approval and are not further regulated by this Code.
- 11.2.4. Parking as a primary use on non-POA owned property is only permitted by the ACC where the following conditions are met:
 - a. The site is within an activity center or neighborhood center,
 - b. The site is within the T5 district, and
 - c. Buildings are located between the parking area and any street fronted by commercial uses, and square, or and plaza.
- 11.2.5. **Model Homes**
 - a. No provision of these Protective Covenants may preclude qualified home builders from erecting and maintaining Model Houses in any area zoned T2, T3, T4, or upon a recorded subdivision plat as Residential.

TABLE 11.2-1. PERMITTED USES

USE	SUBCATEGORY	T2	T3	T4	T5
Residential	Single-family Detached	✓	✓	✓	✓
	Single-family Attached			✓	✓
	Accessory Dwelling			✓	✓
	Multi-family up to 6 units			✓	✓
	Multi-family over 6 units				✓
	Assisted Living			✓	✓
	Independent Living			✓	✓
	Short-term Rental	✓	✓	✓	✓
Lodging	Bed & Breakfast up to 6 rooms			✓	✓
	Inn up to 12 rooms				✓
	Hotel				✓
Commercial	All Commercial Uses				✓

11.3. USE RESTRICTIONS

- 11.3.1. **Residential Occupancy**
 - a. Maximum occupancy per dwelling unit and accessory dwelling unit is 2 people per bedroom plus 1 additional person.
- 11.3.2. **Adult Entertainment**
 - a. Adult entertainment establishments are not permitted.
- 11.3.3. **Automobile Sales**
 - a. Automobile sales are permitted within storefront showrooms under 10,000 sf.
 - b. Parking lots related to a storefront showroom must be located behind the showroom building.
- 11.3.4. **Automobile Service**
 - a. Service areas and vehicle storage and stacking must be located behind the main building.
- 11.3.5. **Drive-Thrus**
 - a. Drive-thrus may not be located between the primary building and front or side street lot lines.
 - b. Banks providing a drive-thru must also provide a minimum of one pedestrian-oriented automatic teller accessible from a front or side street lot line.
 - c. Vehicle stacking must be accommodated on site.
- 11.3.6. **Livestock, Poultry, and Pets**
 - a. No animals, livestock or poultry of any kind may be raised, bred, or kept on any lot, except that registered dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- 11.3.7. **Maximum Commercial Space Size**
 - a. Commercial tenant spaces must not exceed 30,000 sf. per tenant.
- 11.3.8. **Oil and Mining Operations**
 - a. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind is permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.
- 11.3.9. **Temporary Structures**
 - a. No structure of a temporary character, bus, motor home, camper, trailer, basement, tent, shack, garage, or other outbuilding may be used on any lot at any time as a residence, either temporarily or permanently.

11.4. HOME OCCUPATIONS

- 11.4.1. **General Restrictions**
 - a. Garage sales and estate sales require temporary event permits and are not considered home occupations.
 - b. The dwelling and site must remain residential in appearance and characteristics.
 - c. Outdoor equipment not typically found or used for domestic household use is prohibited.
 - d. Residential trash and recycling values and facilities may not be materially exceeded.

- e. Explosives, highly flammable materials, and toxic or hazardous waste are prohibited.
- f. Commercial vehicles must be parked within a carport or garage, except transportation network service vehicles that do not advertise the service.
- g. Home occupations are divided into two categories, as follows:
 - i. Type A Home Occupations involve only residents of the household.
 - ii. Type B Home Occupations involve employees who do not reside on the premises and customers who visit the site.

11.4.2. Type A Home Occupations

- a. Type A home occupations are permitted in all districts.
- b. Type A home occupations do not require registration with the ACC.
- c. Type A home occupations are limited by the following:
 - i. Must not exceed 20% of the dwelling unit;
 - ii. Must not exceed 600 square feet;
 - iii. Customers and employees not residing in the household are not permitted to visit the site;
 - iv. Business signage is prohibited.

11.4.3. Type B Home Occupations

- a. Type B home occupations are permitted in T4 and T5.
- b. Type B home occupations require a permit from the ACC
- c. Type B home occupations are limited by the following:
 - i. Must not exceed 40% of the dwelling unit;
 - ii. Must not exceed 1,000 square feet;
 - iii. A maximum of 3 individuals not residing in the household, customers or employees, may visit the site at one time and a maximum of 8 within a 24 hour period.
 - (1) Adult or child day care homes are exempted from this requirement.
 - iv. Business signage is limited to one non-illuminated sign, no greater than 3 square feet in area.
- d. Adult or child day care homes are subject to the following:
 - i. Fencing must be provided around all outdoor use areas;
 - ii. Care homes must be licensed with the State of Arkansas Department of Human Services and comply with all state requirements.

11.4.4. Prohibited Uses in Home Occupations

- a. The following activities are prohibited:
 - i. Repair or assembly of vehicles, equipment, and large appliances,
 - ii. Dispatch facilities involving vehicles,
 - iii. Labor pools,
 - iv. Employment agencies,
 - v. Warehousing,
 - vi. Animal sales or kennels.

12.SIGNAGE

12.1. EXEMPTED SIGNS

- 12.1.1. The signs specified in this section are exempt from signage regulations other than those in this section and may be erected without a sign permit.
- 12.1.2. Changing copy, maintaining, or repainting a sign are exempt, provided structural and electrical changes are not made without a permit.
- 12.1.3. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the sign cannot be viewed from streets or common property.
- 12.1.4. **Address and Residential Identification Signs**
 - a. Any identification sign at the entrance of a single-family residence or affixed to a mailbox, such as a sign which bears only the street number, mailbox number, or name of the occupant of the premises.
- 12.1.5. **Holiday Decorations**
 - a. Holiday decorations, flags, streamers, and similar.
- 12.1.6. **Flags**
 - a. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall-mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the U.S. Flag Code.
- 12.1.7. **Official Signs**
 - a. Any sign erected by the POA.
 - b. Any sign erected by a government.
 - c. Public utility and traffic signs.
- 12.1.8. **Political Signs**
 - a. Political signs conforming with the following requirements do not require permits:
 - i. Political signs are limited to 3 square feet and may not exceed 30 inches above grade.
 - ii. Political signs may be erected 25 days prior to an election and must be removed within 5 days of the election.
 - iii. One sign per candidate or referendum item is permitted per lot, up to 3 signs total, except at Churches being used as polling places.
- 12.1.9. **Residential Construction Signs**
 - a. Subject to the following:
 - i. Signage may only identify contractor or subcontractor name, address, phone number, and license number.
 - ii. The contractor is allowed 1 sign with a maximum area of 4 square feet.
 - iii. Each subcontractor is allowed 1 sign with a maximum area of 4 square feet.
 - iv. Signs may only be erected after a building permit has been issued.
 - v. Signage must be removed within 5 days of the final inspection.
- 12.1.10. **Residential Rental Signs**
 - a. Subject to the following:
 - i. One sign may be attached to the house or fastened to a stake mounted in the yard and one additional sign facing a golf course or lake frontage.
 - ii. Rental signs may be permanently attached to the house, signs mounted in yards must be removed once the house is rented for a 60 day period or longer.
 - iii. Signs are limited to 1 square foot in area.

12.1.11. Warning and Instructional Signs

- a. Any warning sign, non-advertising signs (e.g. "no trespassing," "no dumping"), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed 4 square feet in copy area and is not illuminated.
- b. Any special instruction sign (e.g. "open," "closed," "hours of business," "no smoking") provided any such sign does not exceed 8 square feet in copy area.

12.1.12. Miscellaneous Signs

- a. Any memorial sign, gravestone, or commemorative plaque.
- b. Any generic, architectural feature that is designed, integrated, and constructed as part of a building.
- c. Any sign which is integrated into or on a point of sale purchase display.
- d. Any sign carried by a person.

12.2. PROHIBITED SIGNS AND SIGN LOCATIONS

- 12.2.1. The signs specified in this section are prohibited.
- 12.2.2. Billboards.
- 12.2.3. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, or for services sold on the premises.
- 12.2.4. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.
- 12.2.5. Illuminated, Animated, Moveable, or Inflatable Signs
 - a. Animated signs.
 - b. Inflatable signs.
 - c. Any sign that simulates emergency lights on emergency vehicles, traffic-control signals or devices, directional, informational, or warning signs erected by the POA, a government, utility, or similar agency.
 - d. Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.
- 12.2.6. Any sign placed on a wall or fence, independent of a building.
- 12.2.7. Any sign that is wind or power operated including flags, streamers, pinwheels, and balloons.
- 12.2.8. No signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.
 - a. Temporary signs at street intersections are limited to 30 inches in height within a triangle measured 30 feet from the intersection along each right-of-way.
 - b. No permanent sign may be located within a triangle measured 30 feet from the intersection along each right-of-way.
- 12.2.9. ECM / EMU signs except where permitted in Section 12.4.5.
- 12.2.10. Signage is prohibited at the Hot Springs Village entrance gates, including:
 - a. West Gate: On DeSoto Blvd., from Hwy 7 to San Fernando Road, and, up W. Villena Drive to Nevada Lane (1st street to the left).
 - b. East Gate: On DeSoto Blvd., from Hwy 5 to Entereza Way.
 - c. Glazier Peau Gate: On Estrella Way, from Warren Watson Road to Mazarron Drive, and, on Mazarron Drive South to Pyrenees Way and North to Jalisco Circle.
 - d. Danville Gate: On access road, from Balearic to the west side of Danville Road.
 - e. Cortez Gate: On Cortez, from Cortez Road to Cortez Gate.

12.3. TEMPORARY EVENT SIGNS

- 12.3.1. Businesses and organizations holding multiple events, including special and regular events, in a year seeking signage require an annual Level 1 permit, submitted by January 31 of the current year.
- 12.3.2. Businesses and organizations holding up to 3 special events per year seeking signage may submit for a permit 2 months prior to the event.
- 12.3.3. Temporary event signage may be erected 3 days prior to the event and must be removed within 24 hours of the completion of the event.
- 12.3.4. Temporary event signage is limited to banner signs and yard signs, subject to the requirements of Section 10.5 and the following:
 - a. Up to 5 yard signs are allowed per event, 4 of which may be located on property other than the property where the event is being held.
- 12.3.5. All signs located in road rights-of-way must be approved by the Public Works Department prior to submittal to the Permitting and Inspections Department.

12.4. PERMITTED SIGNS

12.4.1. General

- a. Signs must conform with the following standards, as specified in Table 12.4-1 and illustrated in Table 12.4-2:
 - i. Sign type limitations by district;
 - ii. The height and area of the sign;
 - iii. The number of signs per site;
 - iv. The height of sign copy.
- b. Exterior signs must be made of durable, weather resistant materials.
- c. A permit is required for all signs permitted under this section.
- d. No sign, once approved, may be moved or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition.

12.4.2. Color

- a. Signage must be earth-toned.
- b. White backgrounds are prohibited.

12.4.3. Clearance

- a. Signs must provide the following clearance:
 - i. A minimum of 9 feet over pedestrian ways;
 - ii. A minimum of 13.5 feet over vehicular travel ways and parking aisles.
- b. Signs located along streets must be a minimum of 2 feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

12.4.4. Removal

- a. Signs must be removed as specified in Table 12.4-1, Section 12.5, and as follows:
 - i. (P) Permanent; Signs do not require removal.
 - ii. (O) Occupancy; Signs must be removed within 7 days of the end of tenant occupancy.
 - iii. (B) Business; Signs must be removed when the business is closed.
 - iv. (T) Temporary; Signs must be removed within the time period specified by sign type.

- b. Any moveable signs must be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.
- 12.4.5. **Sign Templates**
 - a. The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.
- 12.4.6. **Illumination**
 - a. Internal sign illumination is limited to window and wall signs within storefronts.
 - b. Light sources must be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent streets, properties, or skyward.
 - c. Exposed bulbs or lamps must not exceed the equivalent of 25 watts of incandescent light.
- 12.4.7. **EMC / EMU Signs**
 - a. EMC / EMU signs are permitted for use on ground signs for Churches and POA facilities.
 - b. Each image must remain static for a minimum of eight seconds.
 - c. Transitions must be instantaneous, without intervening flashing, animation, or movement of any kind.
 - d. Signs must be equipped with automatic dimming technology.
 - e. Signs must not exceed 0.3 foot candles above ambient light measured at a distance of 200 feet.

12.5. REQUIREMENTS BY SIGN TYPE

- 12.5.1. **Band Signs**
 - a. Band signs may be located above tenant storefronts, below second story windows, and beneath the building cornice or coping.
 - b. Band sign copy must be at least 6 inches from building corners.
- 12.5.2. **Banner Signs**
 - a. Banner signs must be made of flexible materials such as cloth, canvas, and vinyl.
 - b. Banner signs may be hung on the side of a building or suspended from a portion of a building structure.
- 12.5.3. **Commercial Construction Signs**
 - a. Signs are limited to identification of the architect, contractor, sub-contractor, landscaper, and financier.
 - b. Signs must be removed within 5 days of the final inspection.
 - c. Signs may only be erected after a building permit has been issued.
 - d. Signage must not be above 4 feet from street grade.
- 12.5.4. **Commercial Rental Signs**
 - a. All commercial rental signs require ACC approval.
- 12.5.5. **Corner Signs**
 - a. Corner signs are only permitted at building corners where each facade is along a street.
 - b. Corner signs may extend up to 6 feet above parapets.
- 12.5.6. **For Sale**
 - a. Signs must be removed within 7 days of closing.
- 12.5.7. **Garage Sale, Yard Sale, Estate Sale, and Moving Signs**

- a. Signs and stakes provided by the permitting and inspections department must be used, limited to 5 signs per sale.
- b. Signs are valid for 10 days from the date of sale and must not be reused.
- c. Signs may be erected 1 day prior to the sale and must be removed within 5 hours of the end of the sale.
- d. Signs must not be altered.

12.5.8. Ground Signs

- a. Ground signs are limited to the following locations:
 - i. Side street lot lines;
 - ii. Front lot lines for Churches and POA facilities only;
 - iii. Forecourts.
- b. The bottom of the sign must be within 2 feet of sidewalk grade.
- c. Ground signs must be set back a minimum of 10 feet from property lines.

12.5.9. Marquee Signs

- a. Marquee signs may be used for lodging and movie theaters. The ACC may permit marquee signs for additional businesses upon request.

12.5.10. Projecting Signs

- a. Projecting signs must be erected on a wall of a building.
- b. Projecting signs may project up to 4 feet from the wall of the building on which it is erected.

12.5.11. Open House, Model Home

- a. An annual permit is required.
- b. Signs must be free standing on a stake or frame.
- c. The business name must be identified on signs, 2 in. copy minimum.
- d. Balloons, streamers and other types of decoration may not be used.
- e. Signs are allowed for 3 consecutive days in any one week.
- f. Up to 4 signs may be located off site.

12.5.12. Window Signs

- a. Window signs may be:
 - i. Letters painted directly on the window;
 - ii. Hanging signs hung interior of the glass;
 - iii. Vinyl appliqué letters applied to the window, consisting of individual letters or graphics with no visible background.

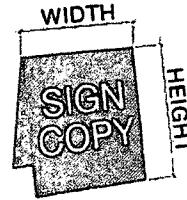
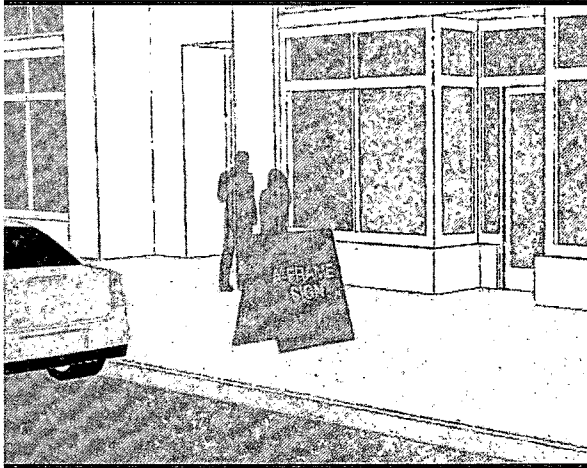
12.5.13. Yard Signs

- a. Yard signs must be free standing and constructed using solid materials to prevent the sign from being destroyed or blown away.

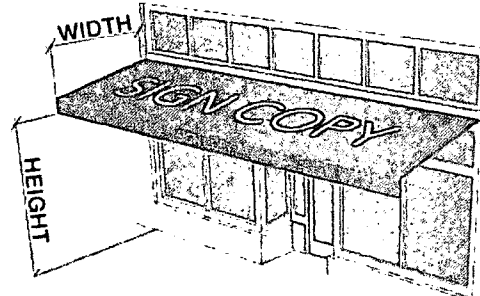
TABLE 12.4-1. GENERAL SIGN RESTRICTIONS

SIGN	T2	T3	T4	T5	PERIOD	NUMBER OF SIGNS(MAX.)	SIGN AREA (MAX.)	COPY HEIGHT (MAX.)
A-Frame		✓	✓		B	1 per tenant	9 sf. each side	n/a
Awning		✓	✓		O	1 sloping plane, plus 1 valence per awning	75% of sloping plane; 75% area of awning valence	16 in. on sloping plane; 8 in. on valence
Banner		✓	✓		T	1 per event	per ACC	per ACC
Canopy		✓	✓		P	1 per canopy	2 sf. per linear foot of shopfront	30 in.
Commercial Construction				✓	T	1 per construction site	32 ft.	n/a
Corner		✓	✓		P	1 per building	40 sf.	n/a
For Sale	✓	✓	✓	✓	T	1 per lot plus 1 per golf or lake frontage	3 sf. each side, 60 in. above grade	n/a
Ground		✓	✓		P	1 per frontage	36 sf. each side	n/a
Hanging		✓	✓		P	1 per tenant	6 sf. each side	n/a
Marquee		✓	✓		P	1 per entry	n/a	n/a
Mural		✓	✓		P	1 per frontage	n/a	n/a
Projecting		✓	✓		P	1 per tenant	6 sf. each side	8 in.
Open House Estate Sale Model Home	✓	✓	✓	✓	T	1 per lot	3 sf. each side, 30 in. above grade	n/a
Wall Sign		✓	✓		O	1 per frontage	3 sf. per linear ft.	18 in.
Window		✓	✓		O	1 per window	25% of glazed area	12 in.
Yard		✓	✓	✓	T	1 per 50 feet of frontage	6 sf. each side	n/a

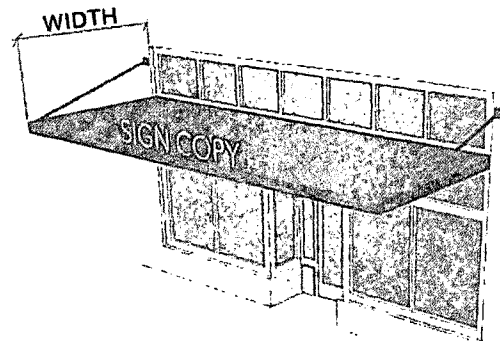
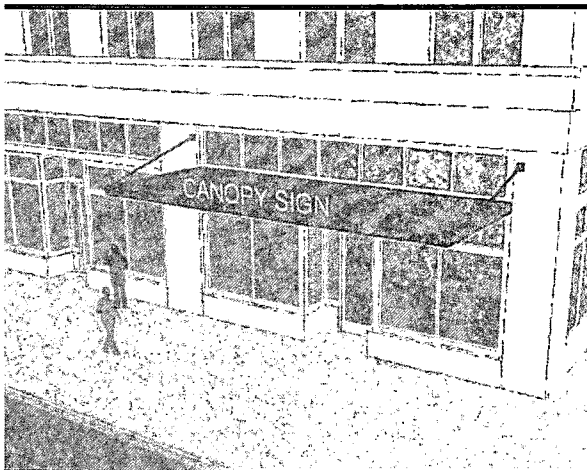
TABLE 12.4-2. SIGN TYPES ILLUSTRATED



A-FRAME SIGN

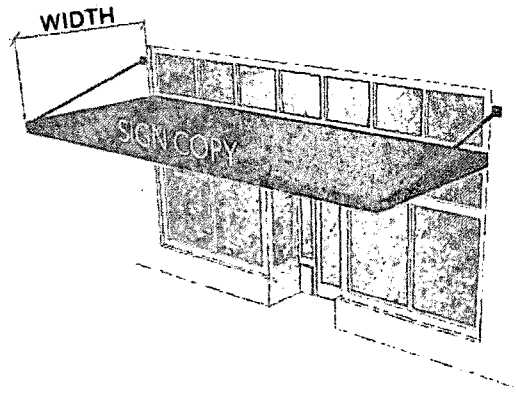
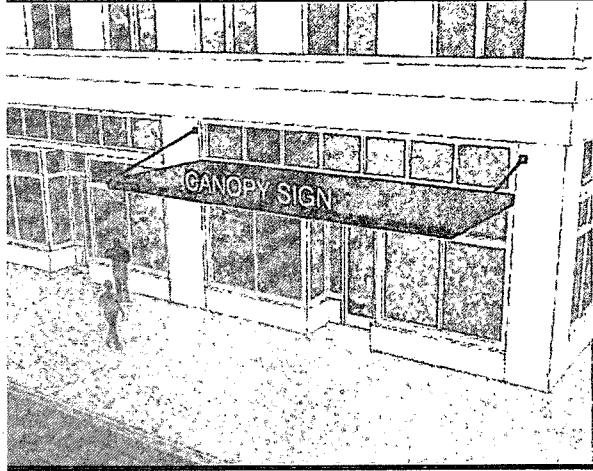


AWNING SIGN

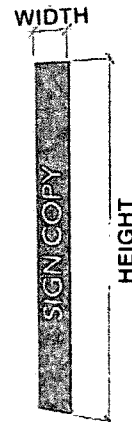
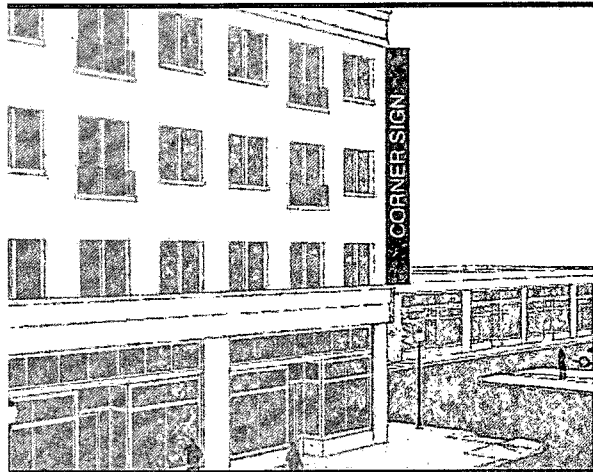


BANNER SIGN

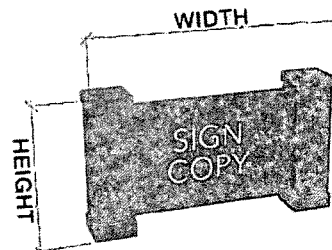
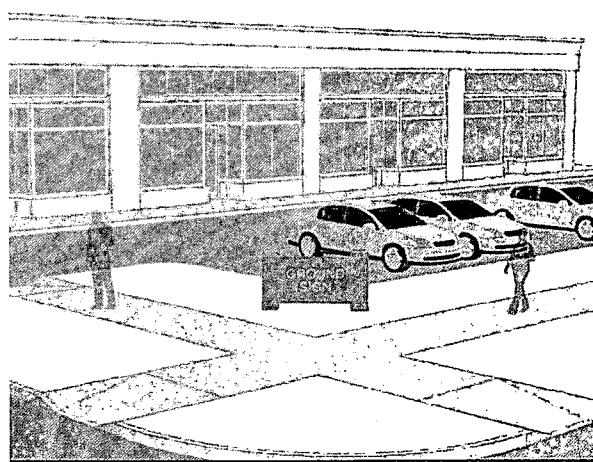
TABLE 12.4-2. SIGN TYPES ILLUSTRATED



CANOPY SIGN

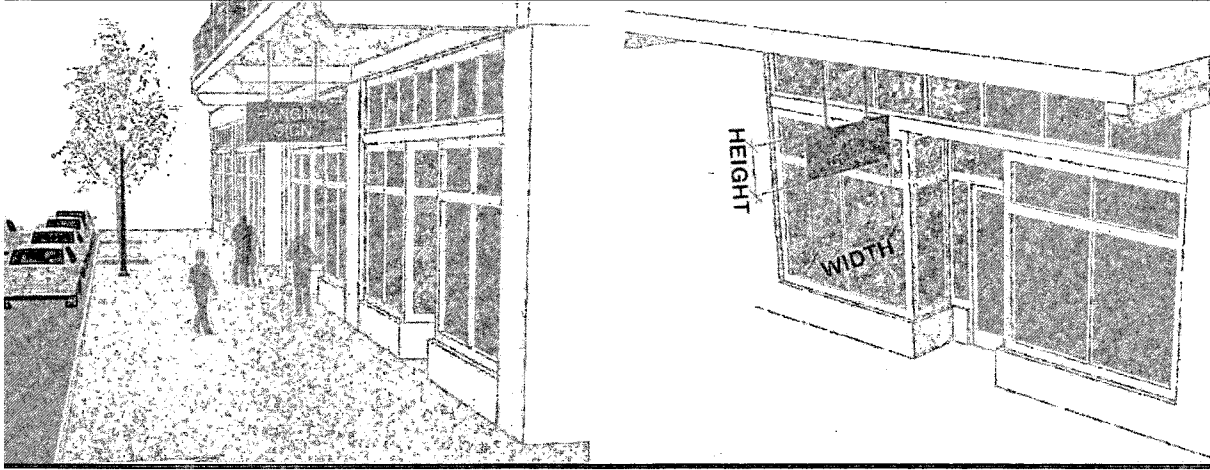


CORNER SIGN

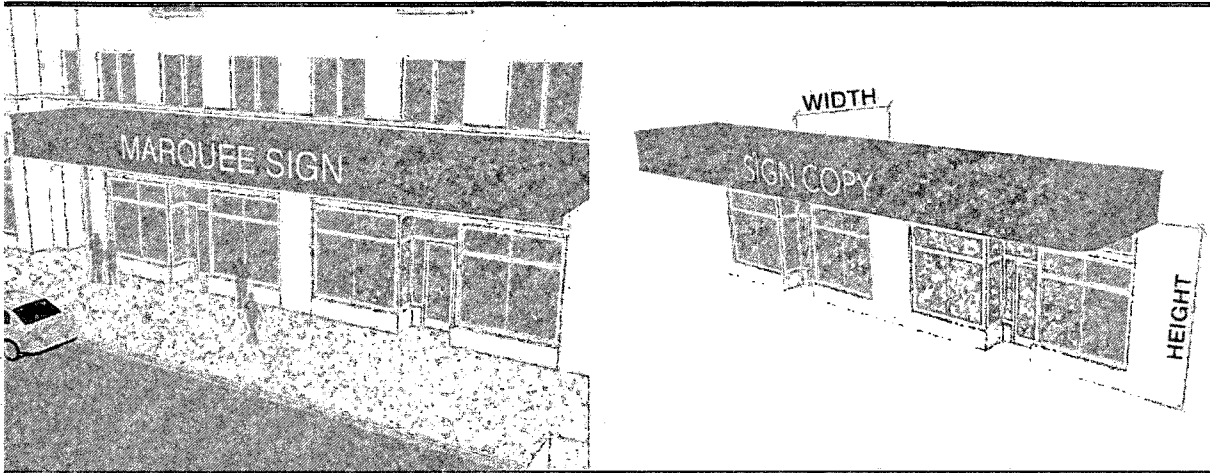


GROUND SIGN

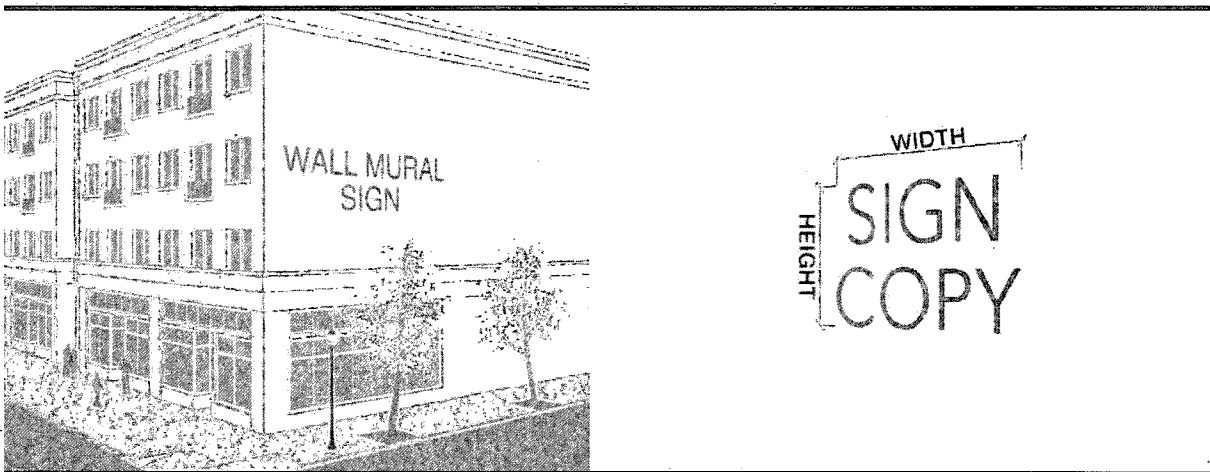
TABLE 12.4-2. SIGN TYPES ILLUSTRATED



HANGING SIGN

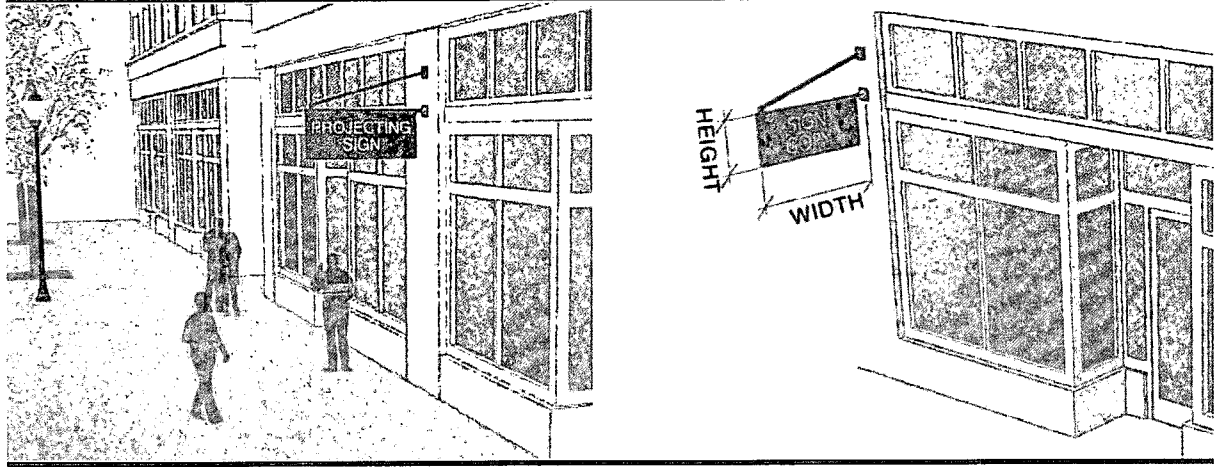


MARQUEE SIGN

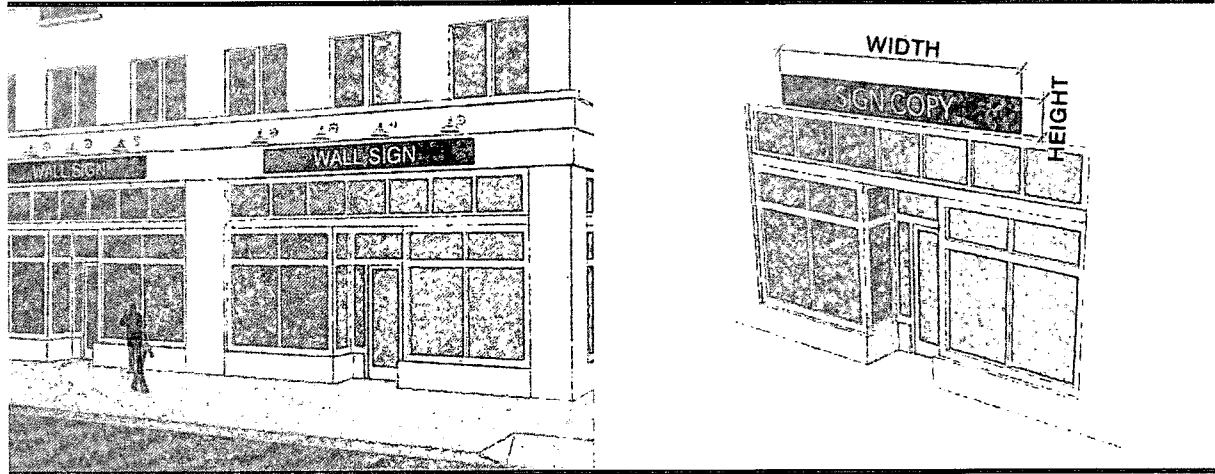


MURAL SIGN

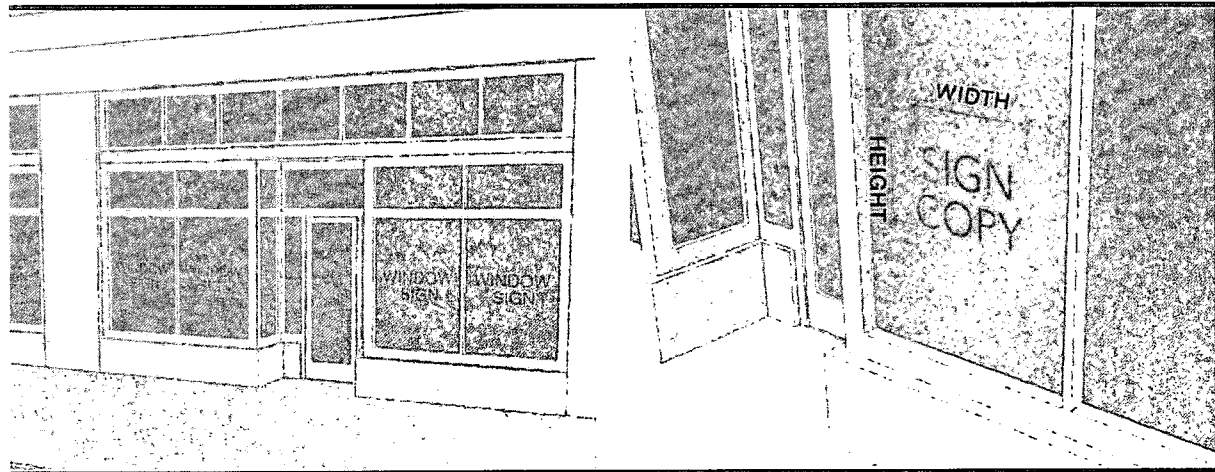
TABLE 12.4-2. SIGN TYPES ILLUSTRATED



PROJECTING SIGN

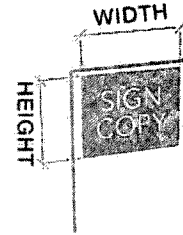
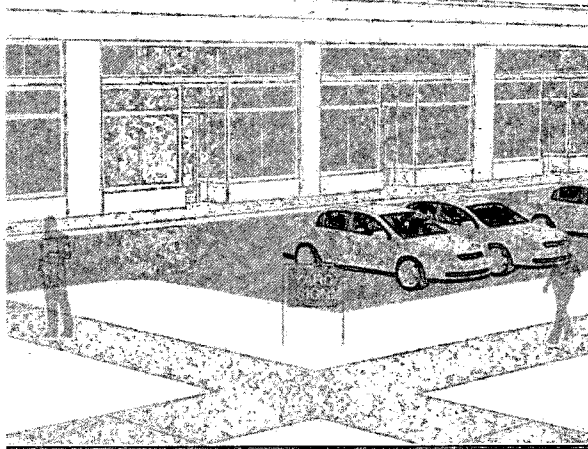


WALL SIGN



WINDOW SIGN

TABLE 12.4-2. SIGN TYPES ILLUSTRATED



YARD SIGN

13.LANDSCAPE

13.1. GENERAL LANDSCAPE STANDARDS

- 13.1.1. The standards of this section apply to all landscaped areas.
- 13.1.2. **Landscape Plans**
 - a. Landscape plans are required as specified in Section 5.9.1.
- 13.1.3. **Tree Removal**
 - a. Removal of any trees greater than 3 inches DBH requires a tree removal permit or approval as part of a landscape plan.
 - i. Un-permitted tree removal is subject to a fine.
 - b. Tree removal is subject to the standards of Section 13.4.
- 13.1.4. **Irrigation System**
 - a. Some method of irrigation is required in landscaped areas.
 - b. An automated irrigation system is encouraged.
 - c. In landscaped areas without an automated irrigation system the installation of hose bibs is required (water spigots), installed 1 for every 100-foot radius.
 - d. Only single systems are allowed.
 - e. An Arkansas State Master Plumber is required to make the connection from the water service line to the RPZ valve.
 - f. The RPZ valve must have quarter turn ball valves and 3 flare adapters with caps for test cocks.
 - g. All piping under driveways must be installed in sleeves.
 - h. RPZ sizing approval by Public Works is mandatory for commercial projects. RPZ valves must be covered or screened, as approved by the ACC.
 - i. Pumps in lakes require a permit and must be covered or screened, as approved by the ACC.
- 13.1.5. **Planting Beds**
 - a. All landscaping must be planted within areas designated as planting beds.
 - b. Planting beds must have amended soil to insure the health of the plant materials.
 - c. All sod must be removed within the planting bed and mulch must cover the bare soil to ease maintenance.
 - d. Sod is allowed in tree lawns and tree islands if no other plant material is included within these areas.
- 13.1.6. **Replacement Landscaping**
 - a. Landscaping that dies or is damaged must be removed and replaced by the current owner of the property.
 - b. The owner has 60 days from the receipt of written notice issued by a compliance official to remove and replace any required landscaping that dies or is damaged.
 - c. Replacement landscaping does not require a permit.
- 13.1.7. **Material Selection**
 - a. Landscape materials must be selected as specified in Section 13.8.
 - b. New trees must have a 2-inch caliper (diameter) measured 6 inches above ground level at the time of planting.
 - c. In cases of existing overhead power lines, trees must be selected from the small tree list.
- 13.1.8. **Relief From Requirements**

- a. At the request of the developer, the ACC may exempt certain site areas from required tree planting where the terrain, existing trees, or other physical limitations make the planting of new trees impracticable.

13.2. SITE DEVELOPMENT LANDSCAPE STANDARDS

13.2.1. General

- a. Site development landscape requirements apply within the area between buildings or facade fencing and property lines along primary and secondary frontages, frontage yards, and yards facing lakes and golf courses.

13.2.2. Requirements

- a. Landscaping is required according to frontage yard type as specified in Table 9.6-2.
- b. Shrubs and trees must include a minimum of 2 different genuses.
- c. In T2 and T3, at least 50% of shrubs must be of evergreen variety.
- d. Yards facing lakes and golf courses should match the frontage yard landscape.

13.3. PARKING LOT LANDSCAPE STANDARDS

13.3.1. General

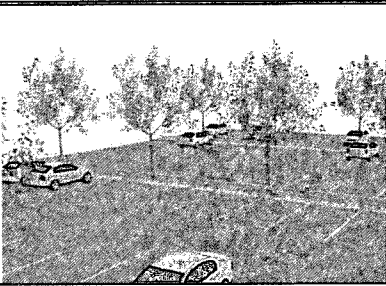
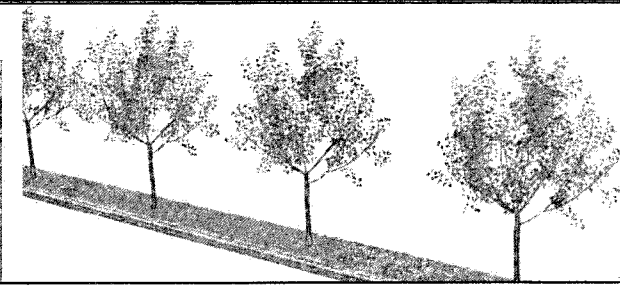
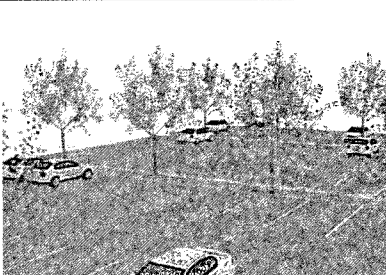

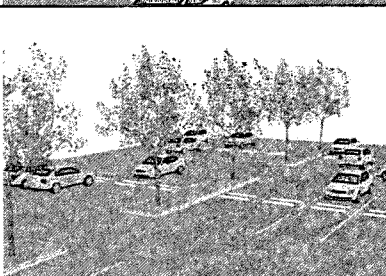
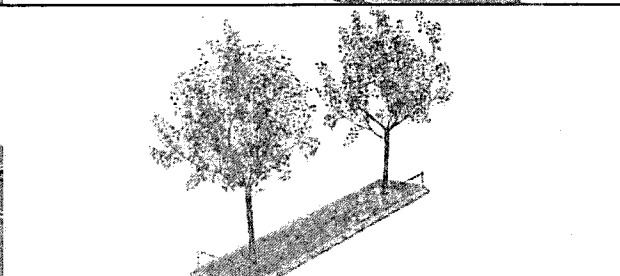

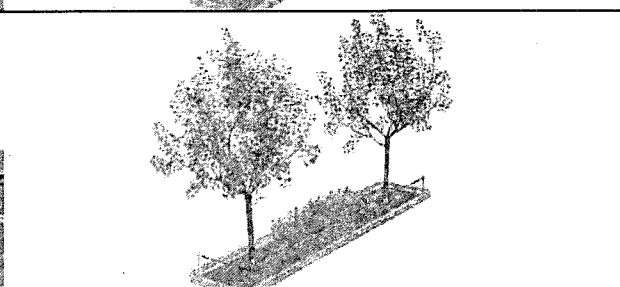
- a. A detailed landscape plan is required for new or expanded parking lots containing 5 or more spaces.
- b. All tree planting locations should attempt to achieve shade for parking lots, cars, benches, pedestrian walkways, and other pedestrian areas, by utilizing aspect and locating trees along the south and west boundary of these areas.
- c. All landscaped areas must be protected from potential damage by vehicles by placing concrete curbs or wheel stops adjacent to the landscaped area.
- d. A portion of a standard parking space may be landscaped instead of paved to meet part of the landscaping requirement as follows:
 - i. The landscaped area may be up to 2 feet of the front of the space as measured from a line parallel to the direction of the bumper of the vehicle using the space;
 - ii. Landscaping may only be groundcover plants in the overhang area.

13.3.2. Interior Landscaping Requirements

- a. Parking lots used solely for the purpose of providing areas for the display and storage of motor vehicles or boats for sale, lease, and rental are exempt from this section.
- b. Parking lots containing 20 or more spaces must be landscaped with one of the following options, as generally illustrated in Table 13.3-1:
 - i. A continuous landscape strip between rows of parking (Narrow Tree Lawn).
 - (1) The minimum width is 8 feet ;
 - (2) The minimum area is 300 square feet.
 - (3) 1 tree every 12 parking spaces or one tree every 30 linear feet, whichever provides more canopy, is required.
 - (4) Trees may be grouped or spaced within the lawn area.
 - ii. Tree islands.
 - (1) The minimum width is 8 feet;

- (2) The minimum area is 150 square feet;
- (3) 1 tree must be planted for every 12 parking spaces;
- (4) A maximum run of 12 parking spaces permitted without a tree island.
- c. Where interior landscaping joins perimeter landscaping, landscaping which extends 4 feet or more into the parking area may be included in the calculation of interior landscaped area.
- d. Trees must be placed on either side of points of access (entrance drives, exit drives) within tree islands, where building placement permits, as indicated in the Landscape Manual.
- e. All trees planted to meet these requirements must be deciduous shade trees.
- f. Species selection must be chosen from the approved list of trees found in Section 13.4.

TABLE 13.3-1 PARKING LOT INTERIOR LANDSCAPE

TYPE	ILLUSTRATION	MEASUREMENT
CONTINUOUS STRIP (ABOVE GRADE)		
CONTINUOUS STRIP (BELOW GRADE)		
TREE ISLAND (ABOVE GRADE)		
TREE ISLAND (BELOW GRADE)		

13.3.3. Perimeter Landscaping Requirements

- a. Parking lots adjacent to property lines is required as follows:
 - i. A minimum of 5 feet of landscaped area is required between side and rear property lines and parking lots except in the following locations:
 - (1) At property lines along alleys,
 - (2) At shared property lines where parking lots are connected or shared between adjacent properties.
 - ii. A minimum of 15 feet of landscaped area is required along parking lot edges visible from primary and secondary frontages, except where a street screen is provided by 70% or more opaque walls or fencing.
 - iii. The 2-foot vehicle overhang option may be included to meet this requirement;
- b. Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the required landscaped area.
- c. A minimum of 75% of trees planted to meet perimeter landscaping requirements must be deciduous.

13.4. TREE PRESERVATION**13.4.1. Requirements**

- a. Trees that are removed to accommodate buildings, driveways, and streets are exempt from tree preservation requirements.
- b. Tree preservation is required as follows:
 - i. In T4, trees above 18 inches DBH must be preserved or replaced;
 - ii. In T3 and T2, trees above 8 inches DBH and beyond 15 feet of any structure must be preserved or replaced.
- c. In cluster housing re-plats, tree replacement may occur within common property or limited common property created as part of the re-plat.
- d. Street tree plantings that are beyond the requirements of this chapter may count as tree replacement, with approval of the ACC.
- e. Trees selected for preservation or planted for replacement must have the area within the dripline protected from development activities with protective fencing.

13.4.2. Prohibited Activities

- a. It is unlawful to allow any of the following activities to occur in protected trees or groups of trees or any area designated "undisturbed" or "preserved" on the landscape plan:
 - i. Material storage. No storage of any kind is permitted within the critical root zone, including, but not limited to, construction materials, waste storage, and excess materials from excavation.
 - ii. Equipment cleaning and liquid disposal. Equipment must not be cleaned nor liquids, including, but not limited to, paint, oil, solvents, asphalt, concrete, and mortar, shall be deposited or allowed to flow within the limits of the critical root zone.
 - iii. Tree attachments. No signs, wires, or other attachments may be attached.
 - iv. Vehicular traffic. No vehicular or construction equipment traffic or parking is permitted within the critical root zone other than on an existing street pavement.

- v. Grade changes. No grade changes are permitted within the limits of the critical root zone unless adequate construction methods are approved by the POA official.
- vi. Impervious paving. No paving with asphalt, concrete or other impervious materials in a manner which may reasonably be expected to kill a tree may be placed within the limits of the critical root zone.

13.4.3. **Tree Protection Measures**

- a. Tree protection measures must be in place prior to the arrival of any heavy equipment on the site or the beginning of any construction including land alteration except as necessary to install tree protection.
- b. The following measures must remain in place until commencement of final landscaping:
 - i. Protective fencing located around the perimeter of the critical root zone, and
 - ii. Flagging with brightly colored vinyl tape wrapped around the main trunk at a height of four (4) feet or more such that the tape is clearly visible to workers on foot or operating equipment.

- 13.4.4. A POA official may visit each site and review photographs of each site for which there is a plan in order to verify that the trees to be preserved pursuant to the plan are of sufficient size, quantity and quality to warrant preservation. Trees that do not warrant preservation do not qualify as preserved trees as determined by the POA official.

13.5. STREET TREE REQUIREMENTS

13.5.1. **General**

- a. All new developments that create or develop along a public or private street are required to establish street trees in accordance with the standards and procedures of this section and Chapter 13.
- b. Street tree planting should shade the sidewalk, provide a barrier between vehicles on the street and pedestrians, increase motorized traffic and pedestrian safety, and spatially frame the street.
- c. Street trees must be selected as specified in Section 12.8 where indicated as appropriate for street planting.

13.5.2. **Planting Requirements**

- a. Street trees must be planted in a planting and furnishing zone between the curb and sidewalk or in tree wells as specified in Chapter 14.
- b. 1 street tree must be planted every 30 linear feet of planting and furnishing zone except as follows:
 - i. Within visibility triangles;
 - ii. Where alleys interrupt the planting and furnishing zone;
 - iii. In T5, where parking lot entries interrupt the planting and furnishing zone.
 - iv. Where the finish grade slope in the planting area between the top back of the street curb and the property line is in excess of 30%.
 - v. Where bedrock is encountered within 30 inches of finish grade in the planting area between the top back of the curb and the property line;
 - vi. Where existing healthy trees that are shown to be preserved within the right-of-way are in such close proximity they would prevent a new tree from establishing a full canopy when mature.

- c. The ACC may permit street trees planted within lot frontages in place of the planting and furnishing zone in the following conditions:
 - i. When the planting and furnishing zone is less than 4 feet;
 - ii. Where utilities or other structural conflicts in the planting and furnishing zone;
 - iii. Where existing deciduous trees within lot frontages are located within 6 feet of sidewalks and the existing canopy overlaps the planting and furnishing zone.
- d. Where street trees are planted in tree wells, the following is required:
 - i. The minimum tree well area is 25 square feet;
 - ii. Tree wells must be covered with a tree grate;
 - iii. Long tree wells may be covered with a tree grate or lined with decorative black metal fencing up to 2 feet in height;
 - iv. Structural soil or similar treatment must be utilize;
 - v. Structural soil, silva cells, or similar treatment is recommended to extend between tree wells and under sidewalks to extend the root area.

13.6. STORMWATER FACILITIES

13.6.1. General

- a. Stormwater management is required to meet the standards of Section 8.1.2.
- b. Light Imprint or Low Impact Development (LID) practices are recommended for all sites.
- c. Dry surface stormwater facilities may be approved on a case-by-case basis and within activity centers.
- d. Dry surface stormwater facilities (detention ponds) should be designed for alternative uses when not inundated.

13.6.2. Plant Materials

- a. Plant materials must be appropriate for soil, hydrologic, and other existing site conditions.
- b. Planting selection must minimize the need for herbicides, fertilizers, pesticides, or soil amendments at any time before, during and after construction and for a long-term basis.
- c. Plantings should be designed to minimize the need for mowing, pruning, and irrigation.
- d. Plantings must not impede the primary function of the stormwater facility.

13.6.3. Detention Ponds

- a. Grass or wildflower seed must be applied to establish ground cover within detention ponds at the rates specified by the suppliers.
 - i. If plant establishment cannot be achieved with seeding by the time of substantial completion of the stormwater facility portion of the project, the contractor must plant the area with wildflower sod, and, container plants or some other means to complete the specified plantings and protect against erosion.
 - ii. Wildflowers, native grasses and ground covers should be designed to require mowing no more than twice annually.
- b. The stormwater facility area is defined to be equivalent to the area of the detention basin, including the bottom and the side slopes, plus a 10-foot buffer around the detention basin.

- c. The following planting is required at detention ponds, per every 3,000 square feet of the stormwater facility area:
 - i. 1 evergreen or deciduous tree:
 - (1) Evergreen trees: Minimum height of 6 feet;
 - (2) Deciduous trees: Minimum caliper of 1½ inch at 6 inches above the base.
 - ii. 4 large shrubs/small trees, 3-gallon containers or equivalent;
 - iii. 6 shrubs/large grass-like plants, 1-gallon containers or equivalent;
 - iv. Ground cover plants; 1 per 12 inches on center with triangular spacing, unless seed or sod is specified and installed;
 - v. At least 50% percent of the facility shall be planted with grasses or grass-like plants.
- d. Where the stormwater facility is designated for alternative active uses when not inundated:
 - i. Plantings may be clustered or concentrated towards the edges of the facility to provide more substantial areas for activity;
 - ii. In activity centers, shrubs may be omitted.
- e. Trees planted within stormwater facilities may be utilized to meet on-site tree mitigation requirements.

13.7. LANDSCAPING FOR EROSION CONTROL

13.7.1. General

- a. Developments requiring grading must conform with this section.
- b. Erosion control measures must be installed as soon as practical.
- c. Prior to vegetation controls, all other appropriate erosion control strategies should be in place.
- d. The faces of cut and fill slopes which measure 5 feet or greater in vertical height must be treated with vegetation controls.
- e. Landscape materials must be designed to be compatible with adjacent natural vegetation and must be suitable for the climatic, soil, and ecological characteristics of the area.
- f. Non-invasive, drought tolerant materials must be selected.

13.7.2. Seeding

- a. Where seeding is required, seeds must be evenly applied.
- b. Mulching must be used to reduce water runoff, wind blow, and increase moisture conditions of seedlings.
- c. Re-seeding is required in areas which fail to establish vegetation.
- d. Temporary seeding is required where exposed soils are not to be fine graded for periods of 20 days or more, including denuded areas, soil stockpiles, dikes, sides of sediment basins, temporary road banks and parking areas, storage areas, and similar.
- e. Permanent seeding is required where disturbed areas will be permanent and where long lived vegetative cover is needed to stabilize soils.
- f. Rough graded areas that will not be brought to final grade for 1 year or more require long lived vegetative cover.
- g. In order to establish a good stand of vegetation, permanent seedbeds should consist of appropriate soil texture, structure, moisture, nutrient content, depth and internal drainage.

13.7.3. Sodding

- a. Grass sod must be installed where disturbed areas require immediate vegetative covers or where sod is preferred to other forms of grass establishment.

13.7.4. Vegetative Streambank Stabilization

- a. Re-vegetation is required where banks in creeks, streams, and rivers, subject to erosion from excess runoff, have been eroded from land disturbance due to development.
- b. Revegetation must be consistent with all other required erosion control measures.

13.8. LANDSCAPE MATERIAL LISTS

- 13.8.1. Landscape materials must comply with the following landscape materials lists and requirements:

- a. General Limitations

- i. Landscape materials placed within front and side street setbacks are limited in their application to the districts identified in the materials lists;
- ii. Landscape materials along streets are limited to those identified in column "S" in the materials lists;
- iii. Landscape materials along hillsides and terraces are limited to those identified in column "H" in the materials lists.

- b. Tree lists:

- i. Large trees, specified in Table 13.4-1, height 60 ft. avg., width 30-40 ft avg.
- ii. Medium trees, specified in Table 13.4-2, height 40 ft. avg., width 30 ft. avg.
- iii. Small trees, specified in Table 13.4-3, height 20 ft. avg., width 15 ft. avg.

- c. Shrubs, specified in Table 13.4-4.

- d. Ground cover, specified in Table 13.4-5.

- e. Grasses used adjacent to vehicular areas, specified in Table 13.4-6.

- 13.8.2. Invasive species specified in Table 13.4-7 are prohibited and must be removed.

- a. *Nandica domestica* (heavenly bamboo) cultivars that do not produce flowers or fruit are not considered invasive.

- 13.8.3. Plant material must conform to the "American Standards for Nursery Stock, I-73", grade no. 1, American Association of Nurserymen, Inc., or equivalent.

- 13.8.4. Artificial plants or trees do not satisfy the requirements of this chapter.

- 13.8.5. The ACC may permit landscape materials in addition to those found on the landscape materials lists on a case-by-case basis.

TABLE 13.4-1. TREE LIST, LARGE TREES									
BOTANICAL NAME	COMMON NAME	TYPE	S	H	T2	T3	T4	T5	
<i>Celtis laevigata</i>	Sugar Hackberry	Deciduous		✓	✓	✓			
<i>Fagus grandifolia</i>	American Beech	Deciduous			✓	✓			
<i>Fraxinus pennsylvanica</i>	Green Ash	Deciduous	✓		✓	✓	✓	✓	
<i>Liriodendron tulipifera</i>	Tulip Poplar Tree	Deciduous			✓	✓			
<i>Magnolia acuminata</i>	Cucumber Magnolia	Deciduous			✓	✓			
<i>Magnolia grandiflora</i>	Southern Magnolia	Evergreen			✓	✓	✓		
<i>Pinus taeda</i>	Loblolly Pine	Evergreen		✓	✓	✓			
<i>Platanus occidentalis</i>	Sycamore	Deciduous			✓	✓			
<i>Quercus acutissima</i>	Sawtooth Oak	Deciduous			✓	✓			
<i>Quercus alba</i>	White Oak	Deciduous			✓	✓			
<i>Quercus falcata</i>	Southern Red Oak	Deciduous			✓	✓	✓	✓	
<i>Quercus michauxii</i>	Swamp Chestnut Oak	Deciduous			✓	✓			
<i>Quercus nigra</i>	Water Oak	Deciduous	✓		✓	✓	✓	✓	
<i>Quercus nuttallii</i>	Nuttall Oak	Deciduous			✓	✓			
<i>Quercus palustris</i>	Pin Oak	Deciduous			✓	✓	✓	✓	
<i>Quercus phellos</i>	Willow Oak	Deciduous			✓	✓	✓	✓	
<i>Quercus shumardii</i>	Shumard Oak	Deciduous	✓		✓	✓	✓	✓	
<i>X cupressocyparis leylandii</i>	Leyland Cypress	Evergreen		✓	✓	✓	✓	✓	

TABLE 13.4-2. TREE LIST, MEDIUM TREES								
BOTANICAL NAME	COMMON NAME	TYPE	S	H	T2	T3	T4	T5
Acer rubrum "Red Sunset"	Red Sunset Maple	Deciduous	✓		✓	✓	✓	✓
Acer rubric "Drummondii"	Swamp Red Maple	Deciduous			✓	✓	✓	
Betula nigra	River Birch	Deciduous			✓	✓	✓	
Ginkgo biloba	Ginkgo (male)	Deciduous			✓	✓	✓	
Ilex opaca	American Holly	Evergreen			✓	✓	✓	
Juniperus virginiana	Eastern Red Cedar	Evergreen			✓	✓	✓	
Koelreuteria paniculata	Golden Rain Tree	Deciduous		✓	✓	✓	✓	
Magnolia virginiana	Sweet Bay Magnolia	Evergreen			✓	✓	✓	✓
Pistacia chinensis	Chinese Pistach	Deciduous	✓		✓	✓	✓	✓
Taxodium distichum	Cypress	Deciduous			✓	✓	✓	
Ulmus parvifolia "Lacebark"	Lacebark Elm	Deciduous	✓		✓	✓	✓	✓
Ulmus parvifolia	Chinese Elm	Deciduous			✓	✓	✓	
X cupressocyparis leylandii	Leyland Cypress	Evergreen			✓	✓	✓	✓

TABLE 13.4-3 TREE LIST, SMALL TREES

BOTANICAL NAME	COMMON NAME	TYPE	T2	T3	T4	T5
<i>Acer palmatum</i>	Japanese Maple	Deciduous	✓	✓	✓	
<i>Camellia japonica</i>	Camellia	Evergreen	✓	✓		
<i>Camellia sasanqua</i>	Sasanqua Camellia	Evergreen	✓	✓		
<i>Cercis canadensis</i>	Redbud	Deciduous	✓	✓	✓	
<i>Cercis chinensis</i>	Chinese Redbud	Deciduous	✓	✓		
<i>Cornus florida</i>	Flowering Dogwood	Deciduous	✓	✓	✓	
<i>Crataegus marshallii</i>	Parsley Hawthorn	Deciduous	✓	✓		
<i>Crataegus opaca</i>	Mayhaw	Deciduous	✓	✓		
<i>Crataegus viridis</i>	Green Hawthorn	Deciduous	✓	✓	✓	
<i>Ilex decidua</i>	Deciduous Holly	Deciduous	✓	✓		
<i>Ilex attenuata</i> "Fosteri"	Foster's Holly	Evergreen	✓	✓	✓	✓
<i>Ilex cornuta</i> "Burfordii"	Burford Chinese Holly	Evergreen	✓	✓		
<i>Ilex vomitoria</i>	Yaupon Holly	Evergreen	✓	✓	✓	
<i>Juniperus virginiana</i> "Canaertii"	Canaert Red Cedar	Evergreen	✓	✓		
<i>Juniperus virginiana</i> "Glauca"	Silver Red Cedar	Evergreen	✓	✓		
<i>Lagerstroemia</i>	Crepe Myrtle	Deciduous	✓	✓	✓	
<i>Magnolia soulangiana</i>	Saucer Magnolia	Deciduous	✓	✓	✓	

TABLE 13.4-4 SHRUBS LIST

BOTANICAL NAME	COMMON NAME	TYPE	T2	T3	T4	T5
<i>Ilex cornuta</i> "Burfordii"	Burford Chinese Holly	Evergreen	✓	✓		
<i>Ilex cornuta</i> "Rotunda"	Dwarf Rotunda Holly	Evergreen	✓	✓		
<i>Ilex crenata</i> "Compacta"	Dwarf Japanese Holly	Evergreen	✓	✓	✓	✓
<i>Ilex vomitoria</i> "Nana"	Dwarf Yaupon	Evergreen	✓	✓	✓	✓
<i>Jasminum messy</i>	Primrose Jasmine	Evergreen	✓	✓		
<i>Nandina domestica</i>	Nandina	Evergreen	✓	✓	✓	✓
<i>Ternstroemia</i> <i>gymnanthera</i>	Cleyara	Evergreen	✓	✓	✓	

TABLE 13.4-5. GROUND COVER LIST

BOTANICAL NAME	COMMON NAME	S	H	T2	T3	T4	T5
<i>Cynodon dactylon</i>	Bermuda Grass		✓	✓	✓	✓	✓
<i>Euonymus fortunei</i> "Radicans"	Spreading Euonymus			✓	✓		
<i>Ergrostis curvyla</i>	Weeping Love Grass		✓	✓	✓		
<i>Festuca arundinacea</i>	Kentucky 31 Fescue		✓	✓	✓		
<i>Gelsemium sempervirens</i>	Carolina Jessamine (Hillside)		✓	✓	✓		
<i>Hedera helix</i>	English Ivy			✓	✓		
<i>Juniperus species</i>	Junipers			✓	✓	✓	
<i>Liriope muscari</i>	Liriope		✓	✓	✓	✓	✓
<i>Lonicera sempervirens</i>	Honeysuckle (Hillside)			✓	✓	✓	
<i>Nandina domestica</i> "Harbour Dwarf"	Harbour Dwarf Nandian			✓	✓	✓	✓
<i>Ophiopogon japonicus</i>	Mondo Grass			✓	✓	✓	✓
<i>Vinca minor</i>	Periwinkle			✓	✓	✓	
<i>Trachelospermum asiaticum</i>	Asian Jasmine			✓	✓	✓	✓

TABLE 13.4-6. GRASSES ADJACENT TO VEHICULAR AREAS

COMMON NAME	T2	T3	T4	T5
Bermuda grass	✓	✓	✓	✓
Bermuda grass hybrids	✓	✓	✓	✓
Centipede	✓	✓		
Emerald Zoysia	✓	✓	✓	✓
Mayer Z-52 Zoysia	✓	✓	✓	✓
St. Augustine	✓	✓		

TABLE 13.4-7. INVASIVE SPECIES

BOTANICAL NAME	COMMON NAME
<i>Wisteria sinensis</i> , <i>Wisteria floribunda</i>	Asian Wisteria
<i>Phyllostachys</i> Spp	Bamboo
<i>Vinca major</i>	Bigleaf Periwinkle
<i>Pyrus calleryana</i>	Callary / Bradford Pear
<i>Euonymus alatus</i>	Burning Bush
<i>Lonicera maackii</i> , <i>Lonicera fragrantissima</i>	Bush Honeysuckle
<i>Ligustrum sinense</i>	Chinese Privet
<i>Euonymus fortunei</i>	Creeping Euonymus
<i>Hedera helix</i>	English Ivy
<i>Nandica domestica</i>	Heavenly Bamboo
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Pueraria montana</i>	Kudzu
<i>Vinca minor</i>	Littleleaf Periwinkle
<i>Albizia julibrissin</i>	Mimosa, Silktree
<i>Rosa multiflora</i>	Multiflora Rose
<i>Lespedeza cuneata</i>	Sericea Lespedeza
<i>Lespedeza bicolor</i>	Shrubby Lespedeza
<i>Ailanthus altissima</i>	Tree-of-Heaven

14. STREETS

14.1. GENERAL

- 14.1.1. Street sections provided in Table 14.4-1 are pre-approved for use within the districts specified.
- 14.1.2. Applicants may submit alternative street designs, subject to the standards of this Chapter.
- 14.1.3. Additional licenses, agreements, and permits may be require.
- 14.1.4. Streets must be available for use by all residents, owners, and users of the Village, except where a temporary street closure permit has been granted.

14.2. STREET DESIGN

14.2.1. General Requirements

- a. Street design is subject to the standards of Table 14.2-4 and this section.
- b. Street design requirements differ by district.
- c. Street design should change as the street moves from one district to another.
 - i. Where districts differs across a street, the standards of the most intense district apply.
 - ii. Where districts differ along a street, the standards of the most intense district apply for each 1/2 block.

14.2.2. Street Types

- a. Street type must be specified for each street section, establishing:
 - i. The desired network function of the street;
 - ii. The applicable street design standards in Table 14.2-4.
- b. Arterials and collectors are limited to existing streets and modifications of existing streets, as provided in Table 14.2-4.
- c. Local streets are categorized as follows:
 - i. Rural Residential Local, the typical local street developed within the Village between 1970 and 2017;
 - ii. Modified Rural Residential Local, a variant of the rural residential local providing limited pedestrian facilities;
 - iii. Yield Residential Local, a low speed, low capacity street providing yield movement through gaps between on-street parking, and full pedestrian facilities;
 - iv. Residential Local, a low speed street providing full two-way vehicular movement, on-street parking on one or both sides, and full pedestrian facilities;
 - v. Urban Residential Local, a variant of the residential local intended for use in T5 and more dense T4 areas;
 - vi. Local Side Street, a connector street providing minimal facilities, not intended for primary frontages;
 - vii. Urban Local Side Street, a variant of the local side street intended for use in T5 and more dense T4 areas;
 - viii. Commercial Street, a low speed, low volume, urban street intended to support non-residential uses in T5 areas;
 - ix. Square One-Way, a low speed, low volume, one-way street intended to be used in a pair on either side of an open space;

- x. Plaza One-Way, a low speed, low volume, one-way street intended to be used in a pair on either side of a plaza.
 - xi. Alleys and Rear Lanes provide access to T5 and T4 lots, with no through capacity.
 - d. Pedestrian and multi-use paths and passages are categorized as non-vehicular streets as specified in subsection 14.2.4.
- 14.2.3. **Street Context**
- a. Where Center is identified in Table 14.2-4 as the context, the street may be used within activity centers, neighborhood centers, and pocket neighborhoods.
 - b. Where General is identified in Table 14.2-4 as the context, the street may be used in all other areas, except activity centers and neighborhood centers.
- 14.2.4. **Non-vehicular Streets**
- a. Pedestrian and multi-use paths are considered non-vehicular streets in order to fulfill frontage requirements and block size requirements in this Code.
 - b. Non-vehicular streets provide pedestrian access through a site and to properties.
 - c. Non-vehicular streets may provide bicycle and golf cart access through a site and to properties.
 - d. Vehicular access on pedestrian streets is limited to emergency vehicles and service vehicles.
 - e. Non-vehicular streets are exempt from the requirements of this Chapter except those specified within this section and street lighting requirements by district.
 - f. Non-vehicular streets must meet the standards of Table 14.2-1.
- 14.2.5. **Centerline Radius**
- a. Street centerline radius must meet the standards of Table 14.2-4.
- 14.2.6. **Vehicular Movement**
- a. Vehicular movement is limited according to Table 14.2-4.
 - b. One-way streets are limited to use in pairs around common property and limited common property, providing full movement between the pairs.
- 14.2.7. **Vehicular Lanes**
- a. Vehicular travel lanes are limited according to Table 14.2-3.
 - b. Vehicular travel lanes are measured as follows:
 - i. Lanes are measured to the centerline of striping where:
 - (1) Striping is shared between two travel lanes;
 - (2) Striping is shared between a travel lane and a parking or bicycle lane;
 - (3) Striping indicates a shoulder in swale conditions.
 - ii. Lanes are measured to the face of curb where no gutter exists.
 - iii. Lanes are measured to the edge of the gutter when adjacent to a gutter.
 - iv. Lanes are measured to edge of pavement in all other conditions.
- 14.2.8. **On-street Parking Lanes**
- a. The type, width, and number of on-street parking lanes is limited according to Table 14.2-4.
 - b. On-street parking spaces must meet the standards of Table 10.5-2.
 - c. Parking lanes are measured as follows:
 - i. Lanes are measured to the centerline of striping shared between a travel lane and a parking lane or bicycle lane.
 - ii. Lanes are measured to the face of curb, where they exist, including gutters.

14.2.9. Fire Access

- a. Where any vehicular way is paved less than 20 feet in width, staging areas must be provided as follows:
 - i. At increments of 300 feet, staging areas must be provided 30 feet in width by 27 feet in width, coordinated with fire hydrant locations.
 - ii. Staging areas may be provided with stabilized planting areas able to support outriggers.
 - iii. Staging areas may include intersections and driveway aprons.

14.2.10. Bicycle Facilities

- a. Off-street bicycle facilities should be provided along the trail network.
- b. Along local streets, bicycles should be accommodated on street using sharrows along identified bicycle routes.
- c. Along collector and arterial streets, bicycle facilities must be provided in one of the following configurations:
 - i. Off-street, in a pair of one-way facilities a minimum of 6 feet wide;
 - ii. Off-street, in a two-way facility a minimum of 12 feet wide;
 - iii. On-street, in lanes a minimum of 6 feet wide, buffered from travel lanes by 3 foot wide bicycle buffers.

14.2.11. Curbing

- a. Stormwater drainage must be accommodated within street designs.
- b. Curbing is required where specified in Table 14.2-4.
- c. Vertical curbs should be no taller than 6 inches.

14.2.12. Sidewalks

- a. Sidewalks are required as specified in Table 14.2-4.
 - i. Sidewalks may be omitted where topography constrains the right-of-way, subject to approval of the AGC

14.2.13. Planting and Furnishing Zone

- a. A planting and furnishing zone is required as specified in Table 14.2-4 and illustrated in Table 14.2-2.
- b. Street furniture, including benches, mailboxes, street lights, signage, and similar elements must be located within the planting and furnishing zone.
- c. Where paving is permitted in the planting and furnishing zone, it must match the adjacent sidewalk paving or be constructed of unit pavers.
- d. Street trees are required within planting and furnishing zones as specified in Chapter 13: Landscape.
- e. Street lighting color temperature must be between 2,600 and 4,000 kelvin.
- f. Street lighting must meet the requirements of Table 14.2-3.

TABLE 14.2-1. NON-VEHICULAR STREETS						
ACCESS	DISTRICT	RIGHT OF WAY	MULTI-USE PATH	PEDESTRIAN PATH	LIGHTING	PLANTING
PEDESTRIAN	T3, T4	12 ft. min.	n/a	5 ft. min.	Optional	6 ft. min.
	T4, T5	12 ft. min.	n/a	8 ft. min.	Required	4 ft. min.
PEDESTRIAN & BICYCLE	T3, T4	20 ft. min.	12 ft. min.	Multi-use	Optional	8 ft. min.
	T4, T5	20 ft. min.	14 ft. min.	Separate or Multi-use	Required	6 ft. min.
PEDESTRIAN, BICYCLE, & GOLF CART	T3, T4	30 ft. min.	16 ft. min.	Separate or Multi-use	Required	12 ft. min.
	T4, T5	30 ft. min.	16 ft. min.	Separate; 5 ft. min.	Required	8 ft. min.





TABLE 14.2-2. PLANTING AND FURNISHING ZONE TYPES	
TYPE	ILLUSTRATION
SWALE	
CONTINUOUS	
LONG TREE WELL	
TREE WELL	

TABLE 14.2-3. STREET LIGHTING

DISTRICT	SPACING	HEIGHT	TYPE
T2	At intersections	8 - 12 ft.	Pipe, Post
T3	At intersections	8 - 12 ft.	Pipe, Post
T4	60 - 120 ft.	10 - 14 ft.	Post, Column
T5	40 - 80 ft.	12 - 16 ft.	Column, Double Column

[See Table 14.2-4, Attached Separately for Legibility]

14.3. INTERSECTIONS

14.3.1. Crosswalks

- a. Crosswalks greater than 50 feet in length require a pedestrian refuge.
- b. Corner crosswalk ramps are prohibited except at pedestrian scramble crosswalks and irregular intersections.
- c. Crosswalks must be a minimum of 8 feet in width.
 - i. Crosswalks must be a minimum of 12 feet in width at multi-use trails and golf cart trails.
- d. Crosswalks in T4 and T5 must be striped.
- e. Crosswalks at Arterials and Collectors must be striped.

14.3.2. Curb return radius

- a. Curb return radius is limited by type of intersecting roadways, according to Table 14.3-1.
- b. Curb return radius compliance is measured along the effective radius.
 - i. The effective radius is measured along the path of vehicular tracking.
 - ii. On-street bicycle facilities reduce the required radius of curb returns.
 - iii. On-street parking reduce the required radius of curb returns where bulb-outs are not used.

TABLE 14.3-1. CURB RETURN RADIUS

STREET TYPE	ARTERIAL	COLLECTOR	LOCAL
ARTERIAL	n/a	35 ft. min.	30 ft. min.
COLLECTOR	35 ft. min.	30 ft. min.	25 ft. min.
LOCAL	30 ft. min.	25 ft. min.	20 ft. min.

14.3.3. Angle of intersection

- a. The centerline of intersecting streets must be between 75 and 135 degrees.
 - i. More acute or obtuse intersection angles may be permitted by Public Works and the ACC where topography is in excess of 15%.

14.3.4. Bulb-outs

- a. Bulb-outs are permitted at intersections and mid-block crossings.
- b. Bulb-outs may extend the width of on-street parking lanes.

14.3.5. Intersection Spacing

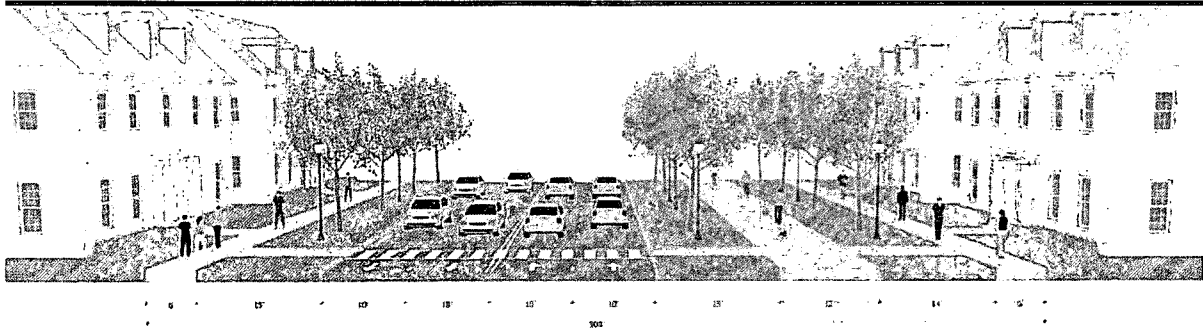
- a. Intersection spacing is limited by type of intersecting roadways, according to Table 14.3-2.

TABLE 14.3-2. INTERSECTION SPACING

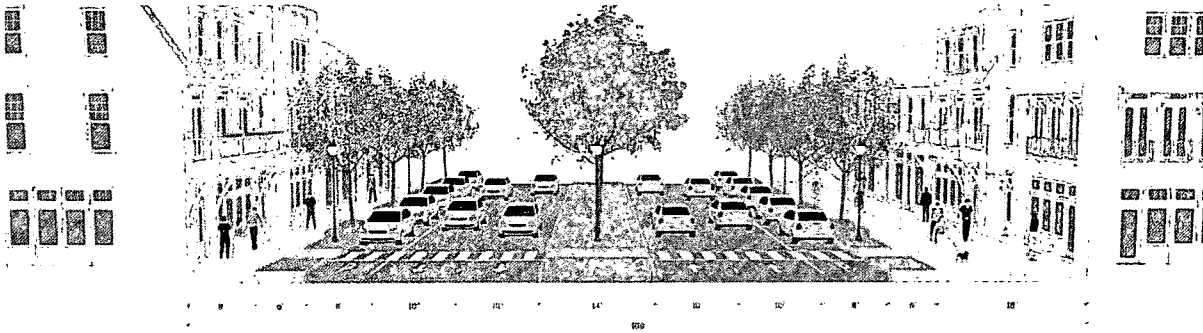
STREET TYPE	ARTERIAL	COLLECTOR	LOCAL
ARTERIAL	n/a	1/2 mile	1/4 mile
COLLECTOR	1/2 mile	1/4 mile	660 feet
LOCAL	1/4 mile	660 feet	200 feet

TABLE 14.4-1. PRE-APPROVED STREETS ILLUSTRATED

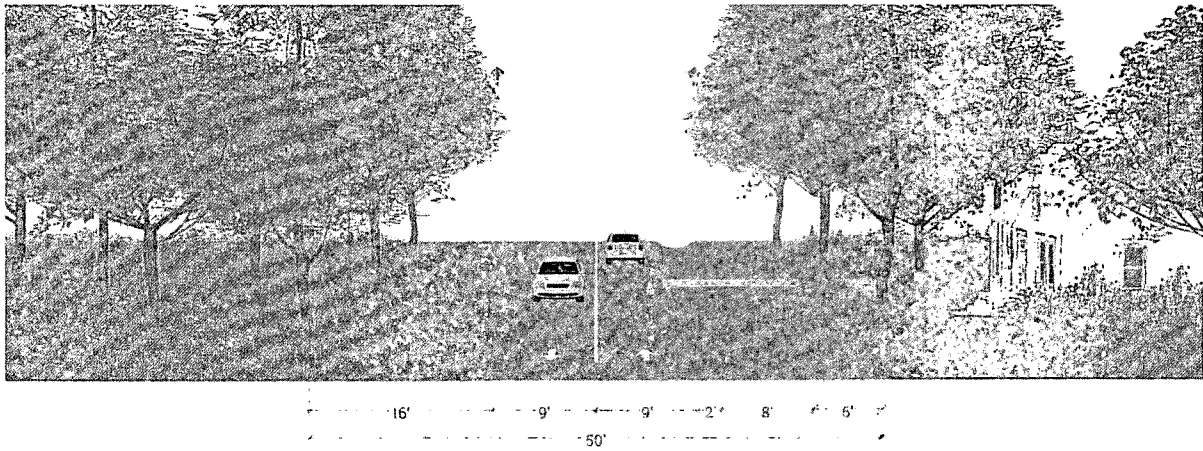
ILLUSTRATIONS



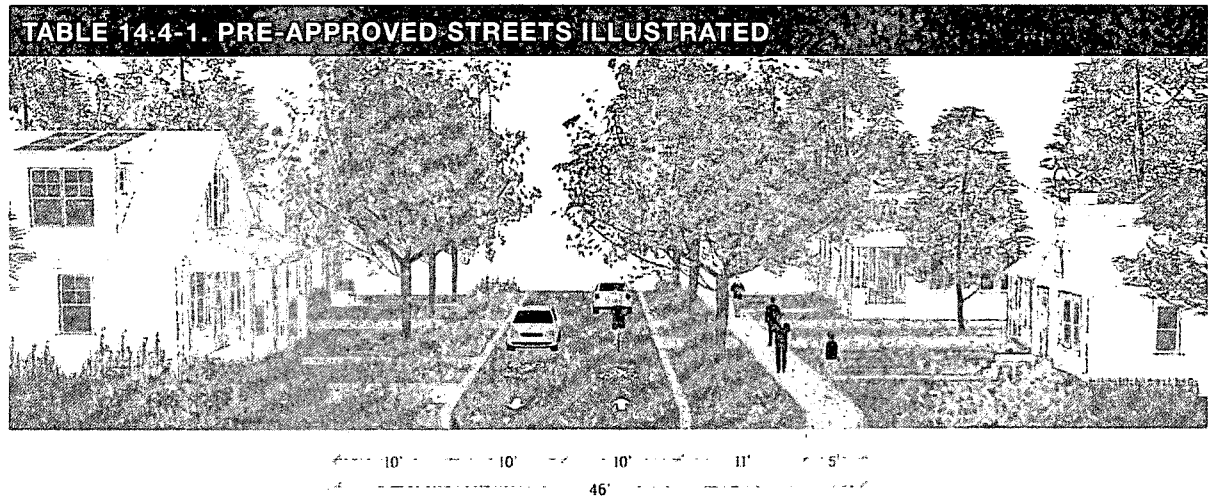
AR-108-40; DeSoto (arterial) at the Town Center, T4



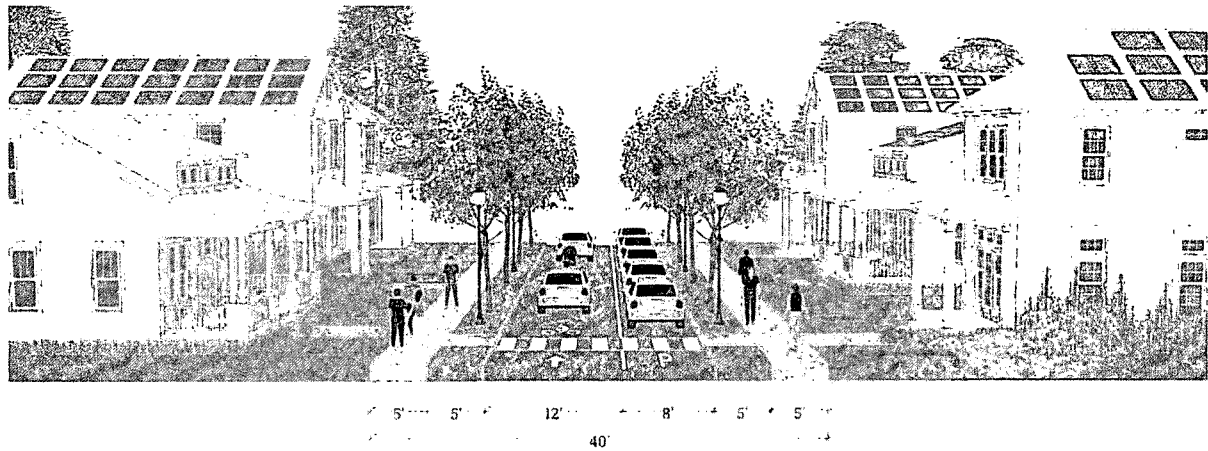
AR-108-58; DeSoto (arterial) at the Town Center, T5



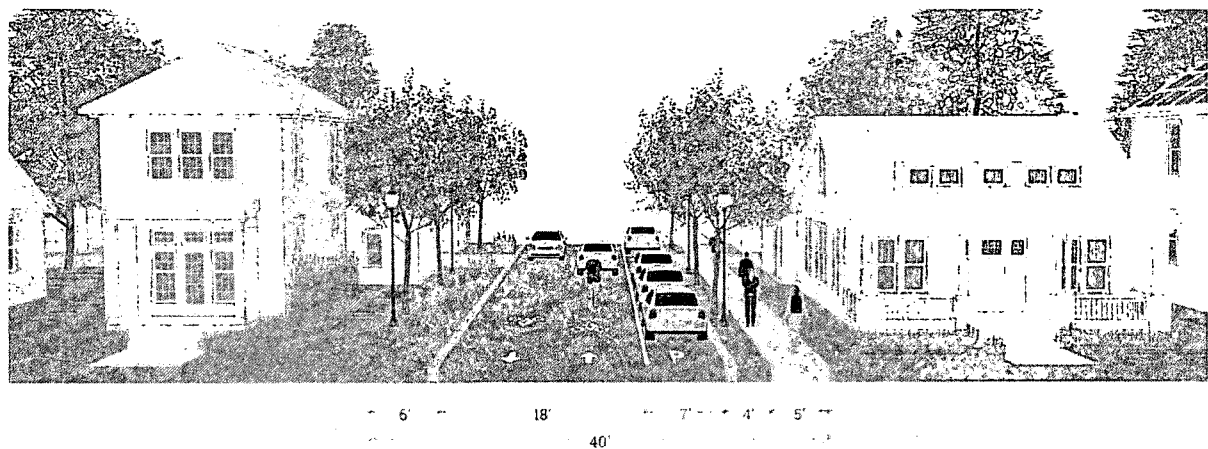
RR-50-18; Rural Residential Local, T2 and T3



RR-46-20; Rural Residential Local (modified), T2 and T3

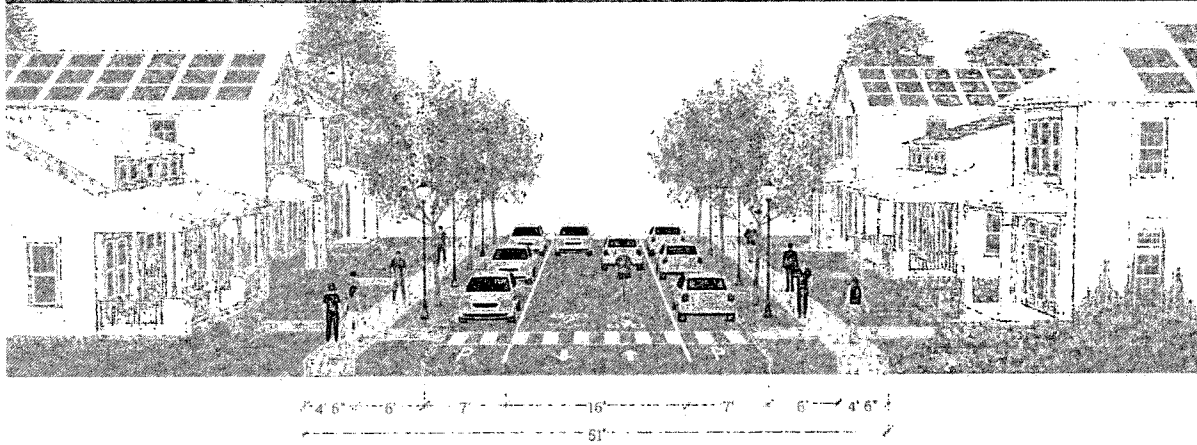


RL-40-20; Residential Local, One-way, T3 and T4

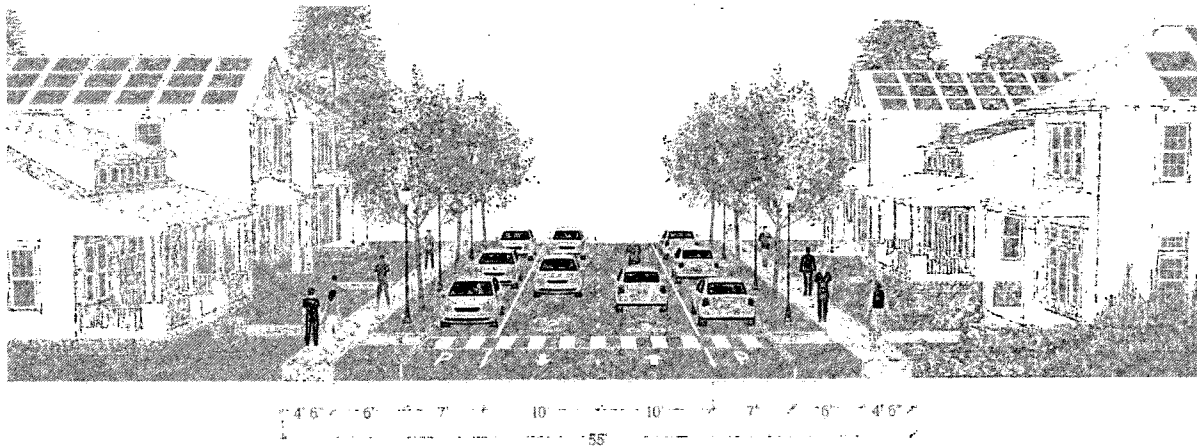


RL-40-25; Residential Local Side Street, T3 and T4

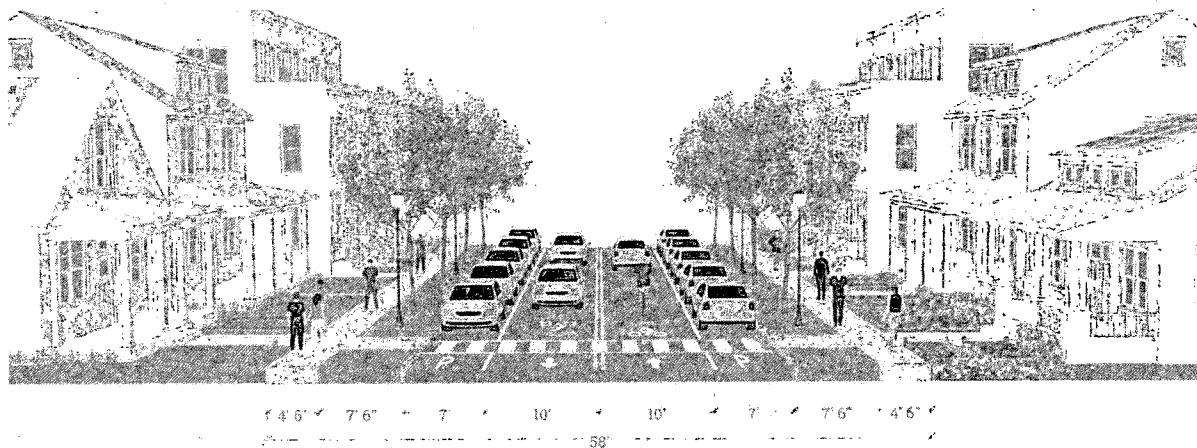
TABLE 14.4-1. PRE-APPROVED STREETS ILLUSTRATED



RL-51-30; Residential Local, T3 and T4

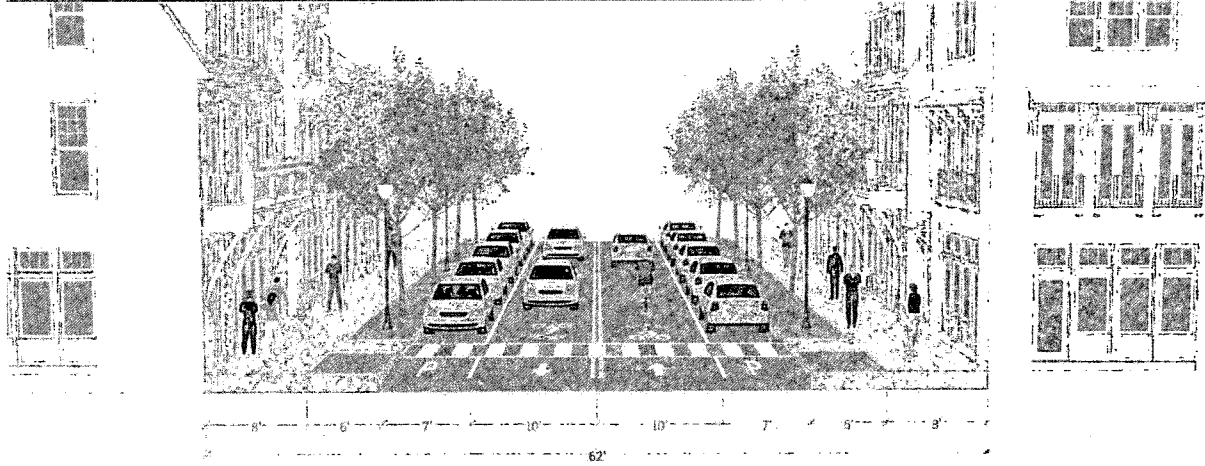


RL-55-34; Residential Local, T3 and T4



URL-58-34; Urban Residential Local, T4

TABLE 14.4-1. PRE-APPROVED STREETS ILLUSTRATED



CS-62-34; Commercial Street, T5



SQ-34-20-T4; One-way pair around a square, T4



SQ-34-32-T5; One-way pair around a square, T5

TABLE 14.4-1. PRE-APPROVED STREETS ILLUSTRATED



PZ-34-20-T5; One-way pair around a plaza, T5

15.Architectural Character

15.1. Minimum Requirements

15.1.1. Building Materials

- a. Where multiple exterior materials are used on a single building, they may only be combined through horizontal transitions, with the heavier material below.
 - i. Building attachments and projections may differ in material from the building volume, with the attachment or projection being of a lighter material, except for chimneys.
- b. Vinyl siding must imitate wood in size, thickness, profile, and joining.
- c. Exterior Insulation and Finish Systems (E.I.F.S.) are prohibited.
- d. All exposed exterior wood must be painted or stained.

15.1.2. Openings

- a. All openings, including porches, galleries, doors, and windows must be vertical or square in proportion. Horizontal openings may be provided by combining multiple vertical or square openings together.
- b. Doors and windows that operate as sliders are prohibited along facades facing front or side street lot lines.
- c. Where exterior shutters are installed, operable or not, they must be sized and oriented to fit the entire opening if they were to be closed.

15.1.3. Foundations

- a. Any structure or building projection on a raised foundation must have skirting or wood lattice screening between piers.

15.1.4. Mechanical Equipment and Refuse Storage

- a. Building mechanical equipment, at or above ground level, and refuse storage must not be visible from front or side street lot lines.
- b. Window mounted air conditioning units must not be visible from front or side street lot lines.

15.1.5. Exterior Lighting, General

- a. Fluorescent and compact fluorescent lights are prohibited on the exterior of structures, including within open porches and stoops.
- b. Exterior lights must have a color temperature between 2,500 and 3,500 kelvin.
- c. All lighting must be angled or shielded to prevent vertical projection of light beyond 90 degrees, except where lighting is specifically permitted to be angled upwards.

15.1.6. Exterior Lighting, Residential

- a. Exterior lighting must not project or reflect light upward or onto a neighboring property.
- b. Directional fixtures such as exterior entryway lighting, floodlights, and spotlights, must be shielded, installed, and aimed so that they do not project light into the windows of neighboring residences.
- c. Directional fixtures visible from neighboring properties must be extinguished no later than 11:00 PM, unless controlled by a motion sensor.
- d. Ground-mounted directional lighting may be pointed upward to illuminate pole mounted flags.

15.1.7. Outbuildings

- a. Outbuildings, storage structures, and sheds should match the wall and roof style, color, and material of the primary dwelling.

- b. Pre-built storage or outbuildings are reviewed on a case-by-case basis by the ACC.
- c. Storage and outbuildings on lakefront or golf-facing lots, except freestanding garages, are reviewed on a case-by-case basis by the ACC.

15.2. CHARACTER DISTRICTS

- 15.2.1. Character districts may be established for each neighborhood and activity center.
- 15.2.2. Neighborhood character districts are established by the POA, ACC, and neighborhood residents and property owners.
- 15.2.3. Activity center character districts may be established by the POA and ACC, or by a developer who controls a majority of the center's development.
- 15.2.4. Character districts should establish an architectural character for a limited area within the Village, addressing the following elements, within the general limits set by this code:
 - a. Roof materials, slopes, eaves, and other characteristics;
 - b. Window types, sizes, arrangements, and other characteristics;
 - c. Building attachments such as porches and stoops;
 - d. Building materials and colors;
 - e. Story height;
 - f. Entry door location, size, material, and color;
 - g. Fence and wall materials and finishes; and
 - h. Landscape design and materials.

16. DEFINITIONS

Term. Definition.

1. **Accessory Dwelling Unit (ADU).** A dwelling unit that is subservient to a primary dwelling unit in size, location, and design, often located above garages or in independent buildings towards the rear of a property. ADU's may be rented provided the property owner lives in the primary dwelling unit. Alternatively the property owner may live in the ADU and rent the primary dwelling unit.
2. **Activity Center.** An area, limited in scope, intended to be developed as a mixed-use district, as identified in the CMP. Residents in and around activity centers should expect noise, light, and traffic to extend into the evening and throughout weekends.
3. **Automatic irrigation** means the watering of land or plant material by artificial means to foster plant growth by the use of underground pipes, valves, spray heads, and/or drip lines. Automatic irrigation shall be in compliance with all state and POA standards and must include an RPZ, a backflow preventer, and an automatic controller.
4. **Buffer, hillside** means a strip of land which separates large cuts or fills from abutting properties, public right-of-way or from other large cuts or fills on a site. Its purpose is to facilitate effective drainage and erosion control and to encourage preservation of large trees of a site and reduce public view of cuts and fills.
5. **Buffer, street** means a strip of land lying parallel and adjacent to a public street right-of-way. This strip shall lie parallel to the street right-of-way line at any point. The purpose of this buffer is to provide for a separation of traffic movements, both on and off the site, and provide for a visual and spatial separation of certain uses and/or activities from the public right-of-way.
6. **Building landscape area** means the on-site landscape area which separates parking from the building. The principle purpose of this area is to improve the appearance of the building from the street and vehicular use area.
7. **Caliper** means the diameter of a tree as measured twelve (12) inches above ground level for nursery stock trees and at breast height (four and one-half (4½) feet) for preserved trees.
8. **Canopy** means the outermost spreading branch layer of a tree.
9. **Cluster Housing.** A development comprised of small houses, cottages, townhouses, and small multifamily buildings, usually organized around a central, shared open space.
10. **Code.** The use of the term Code in this document refers to the Protective Covenants document in its entirety.
11. **Continuous Yard.** A yard type where the yards of neighboring properties are not distinguished from each other by fencing, hedges, or buildings.
12. **Comprehensive Master Plan (CMP).** The Village master plan as amended.
13. **Connectivity.** A term describing the relative number of streets that are not dead-ended. For example, increasing connectivity means to add street connections.
14. **POA official** means the employee of the POA who is designated by the Chief Executive Officer as having responsibility for the administration and enforcement of this chapter.
15. **Critical root zone** means the area of undisturbed natural soil around a tree defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the dripline.
16. **Damaged tree** means a tree that has been damaged or diseased greater than fifty (50) percent. An inspection and approval by the POA official is required prior to removal and replacement of a damaged tree.
17. **Deciduous** means the tendency of a plant to drop or lose its leaves during a particular season of the year, generally during the winter months.
18. **Design professional** means a landscape architect, an architect, an engineer, a horticulturalist or a certified nurseryman.

19. **Diameter at breast height (DBH)** means the diameter of a tree measured four and one-half (4½) feet above ground level.
20. **Dripline** means a vertical line extending from the canopy of a tree to the ground.
21. **Driveway access** means an area intended to provide entrance, exit or maneuvering for vehicular traffic from a public right-of-way to an off-street vehicular use.
22. **Earth berm** means a mounding of soil volume in order to create a screen or change in elevation between the use area and adjacent areas. The berm shall be constructed to minimize erosion and should normally be completely covered with ground cover or lawn grass.
23. **Evergreen.** A plant which retains its leaves during all seasons of the year.
24. **Facade.** The vertical elevation of a building along one plane.
25. **Front setback.** The closest distance a structure is located or permitted to be located relative to the front lot line.
26. **Frontage.** The portion of the property located between the front lot line and the primary structure front setback and between the side street lot line and the primary structure side street setback.
27. **Frontage, Primary.** (see Primary Frontage)
28. **Frontage, Secondary.** (see Secondary Frontage)
29. **Frontage Encroachment.** Building elements that project forward more than 2 feet beyond frontage facades into the front setback or side street setback.
30. **Frontage Facade.** The building facade closest to and facing the front lot line and the side street lot line.
31. **Frontage Facade Fencing.** Fencing that is aligned with, or parallel up to 20 feet behind, a frontage facade, spanning between the frontage facade and a side or rear property line.
32. **Frontage Fencing.** Yard fencing that is located along or within frontages.
33. **Frontage Landscaping.** Landscaping that is located within a frontage.
34. **Frontage Street.** The street along which a frontage is located.
35. **Frontage Yard.** The portion of a property located between frontage facades and frontages.
36. **Glazing; Facade Glazing.** The portion of a building facade that is comprised of transparent glass, typically set in windows and doors.
37. **Ground cover** means planting materials which reach a maximum height of not more than eighteen (18) inches in height and may be used in lieu of grass. Ground cover shall present a reasonably complete cover appearance within two (2) years of planting.
38. **Hydroseeding** means a planting process which utilizes a slurry of seed and mulch. The slurry is transported in a tank, either truck- or trailer-mounted, and sprayed over prepared ground in a uniform layer; helicopters may be used in cases where larger areas must be covered. Hydroseeding is an alternative to the traditional process of broadcasting or sowing dry seed. Hydroseeding promotes quick germination and inhibits soil erosion.
39. **Housing Cluster.** See Cluster Housing.
40. **Intensity.** A relative measure used to describe the extent or amount of activity, housing, or diverse uses in a given area.
41. **Interior landscape area** means any landscape area within the perimeter of the vehicular use area excluding the building landscape area. Its primary purpose is to break up the mass of the vehicular use area and to channelize traffic circulation on the site.
42. **Irrigation** means an adequate supply of water which can be made available to landscape plant materials.

43. **Landscape area** means that area within the boundaries of a lot or tract of land which consists of planting materials including, but not limited to, trees, shrubs, ground covers, grass, flowers, and native plant materials; also including, but not limited to, inorganic features such as concrete planters, stone, brick, and aggregate forms, water, and other landscape elements. Inorganic elements shall not predominate over the use of organic plant material. Artificial plants are not considered landscape materials.
44. **Landscape and tree protection plan** means a document approved by the POA containing the landscaping, tree protection, buffers and other site requirements of a particular development project. This document may be referred to as the "landscape plan."
45. **Lawn grass** means all species normally grown as permanent lawns in Pulaski County. Grass sod shall be required in all required planting beds and planting strips where bark or other approved ground cover is not proposed. Grass sod shall be reasonably free of weeds and noxious pests or disease.
46. **Link-to-node Ratio.** A ratio used to measure connectivity. Lower link-to-node ratios are incident with higher connectivity and higher link-to-node ratios are incident with lower connectivity. The link-to-node ratio is measured by dividing the number of street segments (links) by the number of intersections (nodes, excluding culs-de-sac).
47. **Lot Line.** (See Property Line)
48. **Low Impact Development (L.I.D.)** is an ecologically-based stormwater management approach favoring soft engineering to accommodate rainfall on site through a vegetated treatment network.
49. **Massing, shrubs,** means three (3) or more shrubs planted within close proximity.
50. **Massing, trees,** means existing contiguous tree groupings with the associated undergrowth.
51. **Neighborhood Center.** An area, very limited in scope, intended to be developed as a mixed-use district, as identified in the CMP. Neighborhood centers are similar to activity centers, but are less intense and much smaller in size.
52. **Nursery stock** means all plants, trees, shrubs, vines, cuttings and grafts, scions and buds grown or kept for, or capable of, propagation, distribution or sale; provided, that vegetable, grass and other soft-wood herbaceous plants shall not be considered nursery stock except when grown by a producer of hardwood plants. At that point, it becomes nursery stock and subject to fees based on acreage and other requirements that govern the sale of nursery stock.
53. **Off-street parking space** means a space on private land accessible from a usable street or alley, not less than nine (9) feet wide and twenty (20) feet long, with the necessary maneuvering room within the private property.
54. **Perimeter landscape strip** means a landscaped area which separates the vehicular use area from adjoining property or public right-of-way. Its purpose is to enhance the visual appearance of the site and to provide screening of the vehicular use area and certain other uses and activities from the public right-of-way and abutting properties.
55. **Pocket Neighborhood.** A subdivision or portion thereof which includes a variety of housing types and intensities, is usually oriented around a shared open space, and has a relatively high level of connectivity compared to that typically found in the Village.
56. **Preserved tree** means a tree selected for preservation by the responsible party and approved by the POA. A tree is considered preserved if a minimum of seventy-five (75) percent of the critical root zone is maintained at undisturbed natural grade and not more than twenty-five (25) percent of the canopy is removed.
57. **Primary Frontage.** Frontage that is located along the property line that bears the lot's address.
58. **Property line (lot line).** The legal boundary between 2 lots or between a lot and right-of-way. Property line shall also include property lease lines which separate independent uses or activities except:

- 58.1. When abutting common driveways; or
- 58.2. When abutting areas designed for interior circulation.
59. **Protective fencing.** Colored fencing of vinyl or wire construction not less than 4 feet in height.
60. **Regular District.** An overlay district or zone assigned in order to implement this code.
61. **Rear Alley Setback.** The closest distance a structure is located or permitted to be located relative to the rear lot line in instances that an alley is located along the rear lot line.
62. **Rear Setback.** The closest distance a structure is located or permitted to be located relative to the rear lot line.
63. **Rear Lot Line.** The lot line that is opposite the front lot line.
64. **Remove or removal** means the taking from the property or causing damage to trees with DBH of six (6) inches or greater. This term shall not include responsible pruning of trees.
65. **Replacement trees** means trees that are planted to replace trees that have been severely damaged or have died or have been otherwise removed. Fifty (50) percent of replacement trees shall be a minimum of three (3) inches in caliper at planting and the balance shall be four (4) inches in caliper or greater at planting.
66. **Required tree** means a tree other than a preserved tree which is included in a landscape plan.
67. **Responsible party** means the following:
- 67.1. The permit applicant who is the designated agent for development related activities for purposes of obtaining all required permits. The permit applicant relinquishes responsibility to the construction superintendent when all necessary permits have been issued by the POA; or
- 67.2. The construction superintendent who is that person designated as the on-site agent for the project and responsible for all construction related activities until the issuance of a final certificate of occupancy; or
- 67.3. The lessee or any person or entity having control of the property subject to this chapter; or
- 67.4. The owner, which is the person, firm, corporation or other entity holding current legal title to the property. The responsibility of the owner shall commence upon the date of issuance of the certificate of occupancy.
68. **Rip rap** means a foundation or sustaining wall of stones placed together without order on an embankment slope to prevent erosion. The rip-rap shall be covered from both the top and bottom with vegetative cover.
69. **Screening** means the use of natural or manmade topography, berms, fences, walls, trees, shrubs, ground cover or any combination thereof which partially or completely blocks the view of one area from another.
70. **Screening, opaque** means a manmade device on, or a natural feature of, a property which restricts access or visibility the purpose of which is to provide privacy, separation of use, and to reduce the impact of automobile lights on an adjacent use. Such screening shall be opaque in nature and prevent the passage of visible light frequencies.
71. **Secondary Frontage.** All frontages other than the primary frontage.
72. **Side Lot Line.** Any lot line that is shared between two or more lots except for the rear lot line.
73. **Side Setback.** The closest distance a structure is located or permitted to be located relative to the side lot line.
74. **Side Street Lot Line.** Any lot line, other than the front lot line, that is located along a right-of-way and any lot line, other than the rear lot line, that is located along a golf course, lake, park, square, or plaza.
75. **Side Street Setback.** The closest distance a structure is located or permitted to be located relative to the side street lot line.

76. **Side Shared Fencing.** Fencing that is located along property lines shared between two or more properties.
77. **Shopfront.** The portion of a facade bordering a commercial occupancy or tenant.
78. **Shrubs and hedges** means self supporting, woody, evergreen species and shall have a minimum height of eighteen (18) inches at installation.
79. **Soil** means a medium in which plants will grow.
80. **Special District.** A limited area within which special conditions may be placed on development in order to permit a use or activity not anticipated by this code.
81. **Stop work order** means an order issued by the POA official directing the parties involved in an activity to cease and desist all work on the development or to cease only that portion which is not in compliance, except such remedial work necessary to bring the project into compliance.
82. **Story.** The vertical extent of one floor within a structure.
83. **Street** is defined as a public or private thoroughfare, abutting property, providing access to property for vehicles, bicycles, pedestrians, golf carts, and any combination thereof.
84. **Streetscape.** A general term describing the combination of elements within a street right-of-way.
85. **Swimming Pool.** Any structure intended for swimming or recreational bathing that contains water more than 24 inches deep, including in ground and on-ground installations, hot tubs, and spas.
86. **Tree** means any self-supporting woody perennial plant of two (2) inches or more DBH reaching an overall height at maturity of at least fifteen (15) feet. The canopy of the mature tree shall be ten (10) feet or more above ground level with the height of the canopy of the immature tree being proportional to the current size of the tree. Large woody shrubs shall not constitute a tree.
87. **Tree, multitrunk** means a tree having three (3) or more trunks.
88. **Tree topping** means cutting the main vertical leader of the tree or the severe cutting back of limbs to stubs larger than two (2) inches in diameter within the crown of the tree to such an extent as to remove the normal canopy and disfigure the tree.
89. **Undisturbed** means the condition of a land area which remains in a natural state including topography, trees and vegetation, except that enhancements such as additional landscaping, replacement of underbrush and other treatments may be utilized within the land area when approved by the POA official.
90. **Vehicular use area** means that area of private development subject to vehicle traffic, including access ways, driveways, loading and service areas used for parking, maneuvering, or storage of vehicles, boats, or portable construction equipment, and all land which vehicles travel over as a function of the primary use.
91. **Vine** means an herbaceous or semi-wood plant requiring support upon which to grow. Vines are generally used to soften the effect of inorganic elements such as fences, walls, and arbors, as well as to provide screening or buffering effects.
92. **Wall or fence** means a structure of wire, posts, boards, pickets or rails commonly used to border, secure or delineate a yard, field, lot or other land area. All fences intended as screening fences to fulfill a code or site plan requirement shall be opaque and placed with the decorative or face side toward the subject to be protected.

17. SAMPLE SITE PLANS

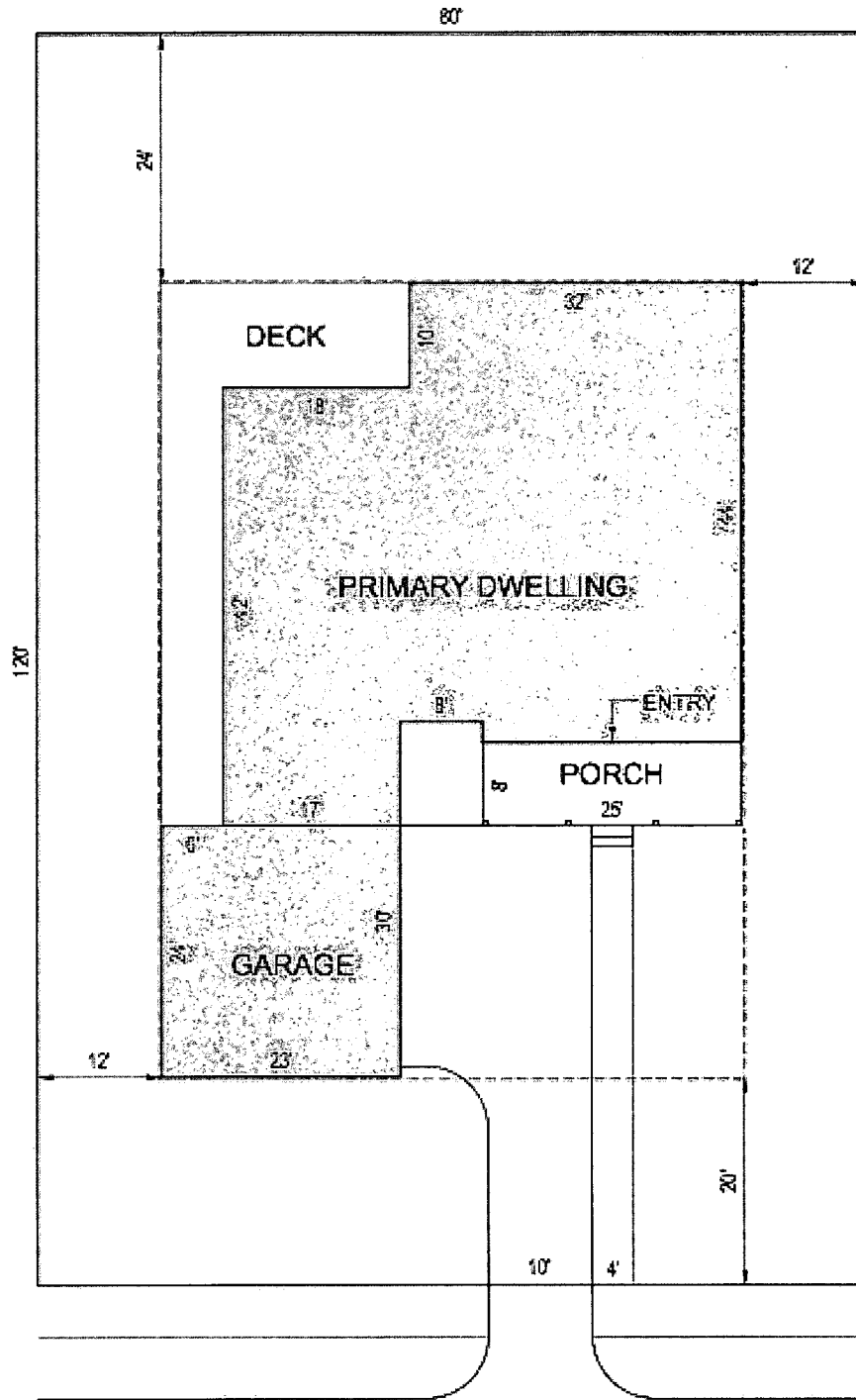
Site plans included in this chapter are provided for convince to illustrate certain requirements and communicate the type of information required as part of submittal plans.

SAMPLE SITE PLANS

TYPE

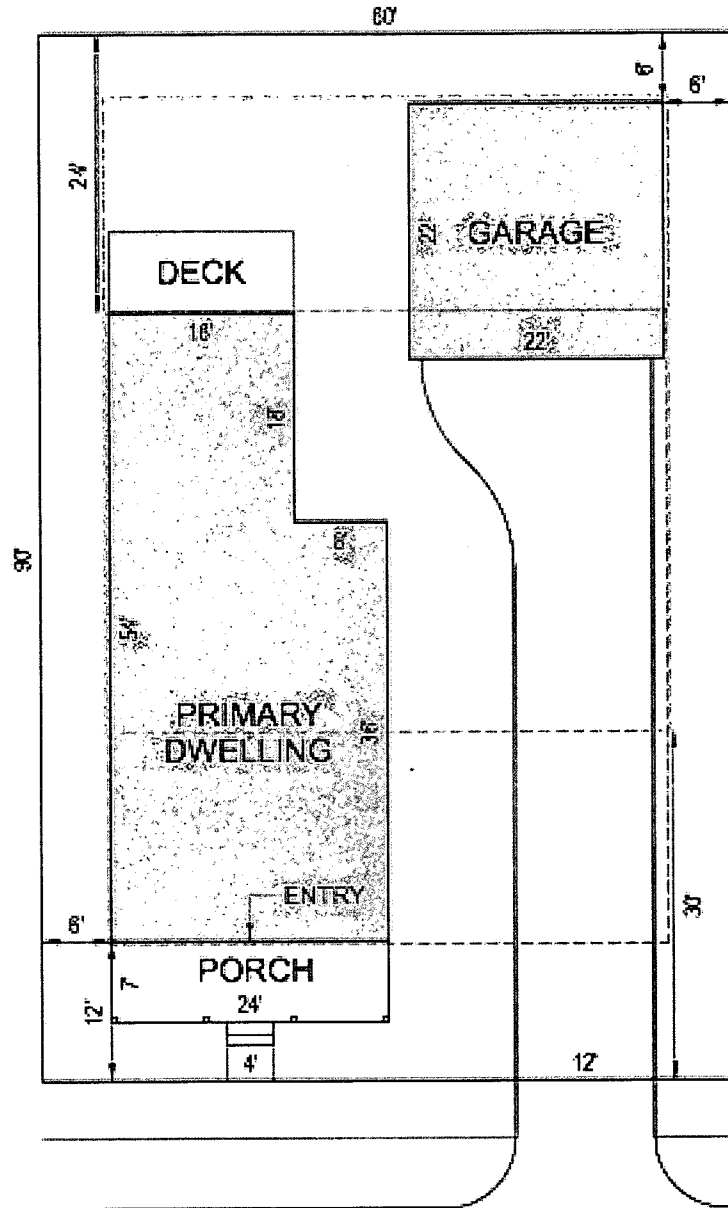
PLAN

T3.1
HOUSE



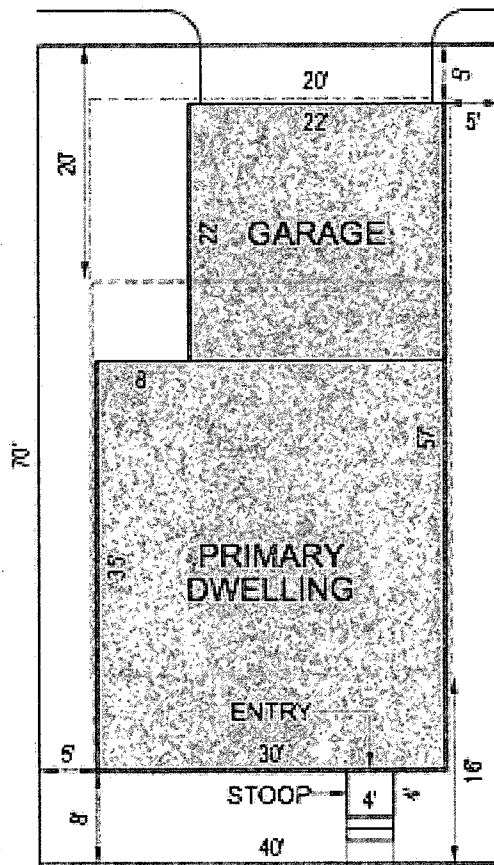
SAMPLE SITE PLANS

T3.2
HOUSE



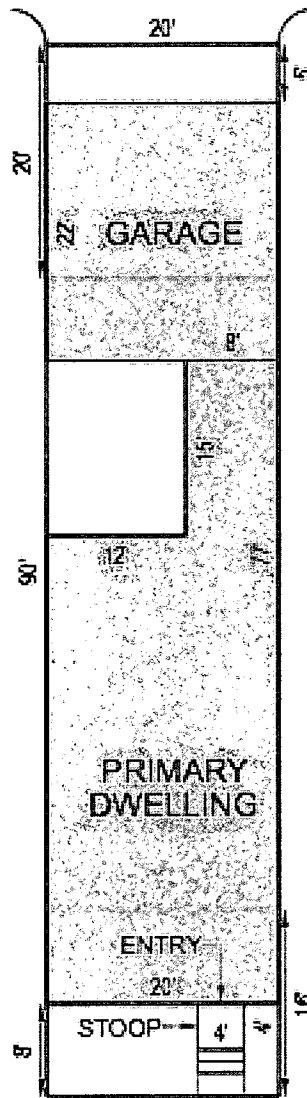
SAMPLE SITE PLANS

T4
COTTAGE



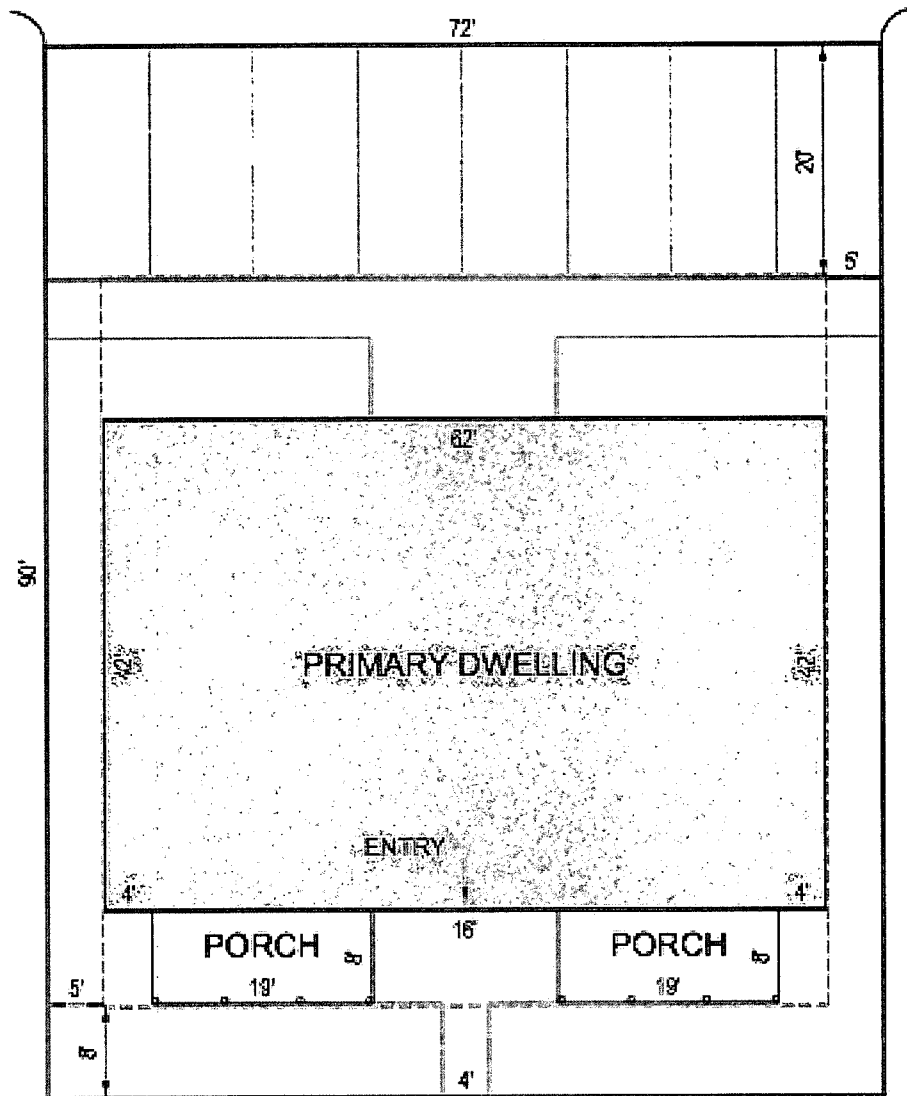
SAMPLE SITE PLANS

T4 ROW
HOUSE



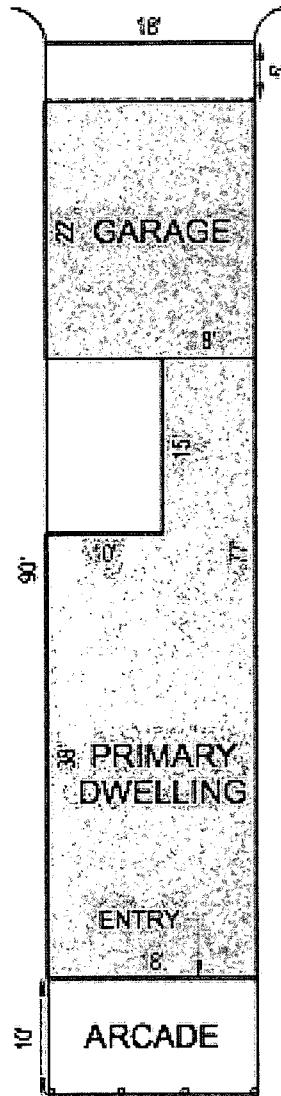
SAMPLE SITE PLANS

T4
MANSION
CONDO



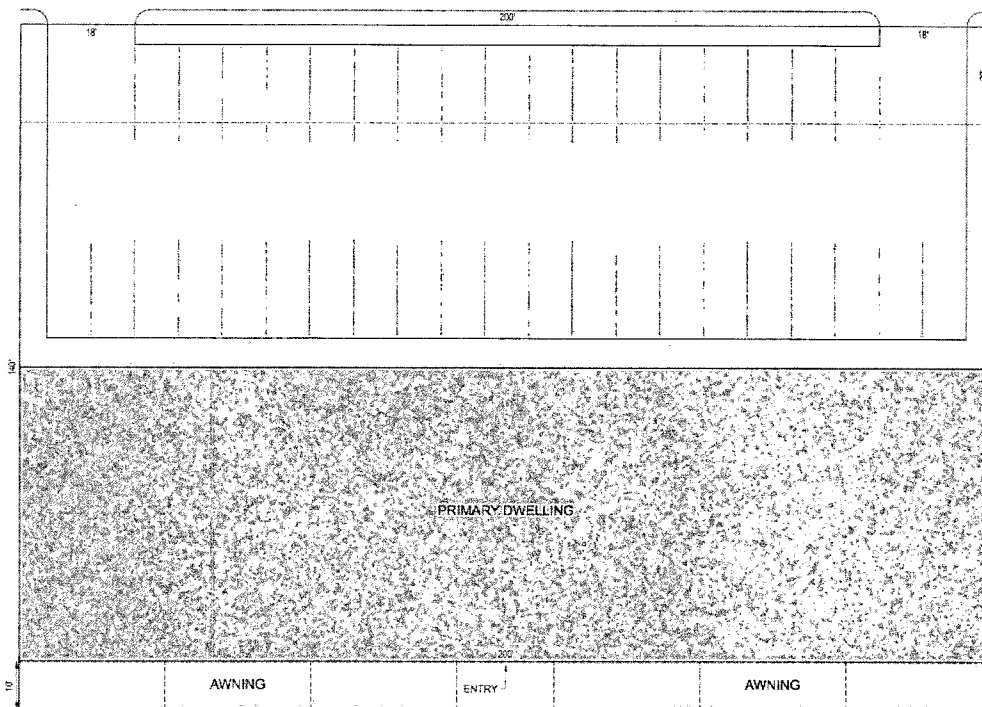
SAMPLE SITE PLANS

T5
LIVE-
WORK



SAMPLE SITE PLANS

T5
MIXED-
USE
BUILDING



LEGACY LAW GROUP

(A PROFESSIONAL LIMITED LIABILITY COMPANY)
ATTORNEYS AT LAW
ARVEST BANK BUILDING, THIRD FLOOR
135 SECTION LINE ROAD, C-3
HOT SPRINGS NATIONAL PARK, ARKANSAS 71913

BRYAN J. REIS, P.A.
JAMES MEREK ROWE, P.A.
MICHELLE M. STRAUSE, P.A.
MICHAEL S. McCRARY, P.A.
PHILIP B. MONTGOMERY
BRENDA SIMPSON, P.A.

Senders email: kayla@legacylawhs.com

TELEPHONE
(501) 525-3130
FACSIMILE:
(501) 525-3933
WEBSITE:
legacylawhs.com

January 23, 2019

Saline County Circuit Clerk
Saline County Courthouse
200 N. Main Street
Benton, AR 72015

Re: New Case Filing

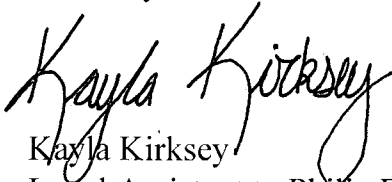
Dear Clerk:

Enclosed please find for filing is the Cover sheet, Complaint, Summons and a check for \$170.00 for the fees due.

I have also enclosed a return envelope and a copy of the first page to the Complaint. Upon filing please mail the file marked page to me. If you should need any additional information, please do not hesitate to contact me.

Thank you for your time and attention to this matter.

Sincerely,



Kayla Kirksey
Legal Assistant to Philip B. Montgomery
Kk

Enclosures

BY: DK
2019 JAN 28 PM 2:12
FILED
SALINE COUNTY
CIRCUIT CLERK