

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2014/30391
Term/Cashier: CASH4/Laura L. Tway
06/09/2014 12:24:36PM
Tran: 289554
Total Fees: \$80.00

BYLAWS
OF NWA BEAU CHALET POA, INC.

An Arkansas Nonprofit Corporation

Book 2014 Page 30391
Recorded in the Above
DEED Book & Page
06/09/2014

ARTICLE I.
OFFICES

1.1 Registered Office and Agent. The registered office and registered agent of NWA Beau Chalet Property Owners Association, Inc. (the "Association") shall be as designated with the Office of the Secretary of the State of Arkansas, as it may be changed from time to time.

1.2 Other offices. The Association may also have offices at such other places both within and without the State of Arkansas as the Board of Directors may from time to time determine or as the business of the Association may require.

ARTICLE II.
MEMBERS

2.1 Members. Each and every person, persons or legal entity who shall own any Lot situated in the Beau Chalet Subdivision per plat of said subdivision recorded in Plat Book shall automatically be a Member of the Association, provided that any person or entity who holds an interest merely as security for the performance of any obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot in the Subdivision. Ownership of such Lot shall be the sole qualification for Membership in the Association; however, a Member's privileges to use the Common Properties may be regulated or suspended as provided in the Association's Bylaws, or the rules and regulations promulgated by the Association's *Board of Directors*.

2.2 Voting Rights. Owners of each lot in good standing shall be entitled to one (1) vote per lot. Where more than one Owner owns and holds a record fee interest in a Lot, either as joint tenants, tenants in common, or tenants by the entirety, for the purposes of voting at meetings of the Association or on issues submitted to the Members, said multiple Owners shall cast one vote collectively for each Lot owned.

2.3 Transfers of Membership interests. No member of the Association may transfer his, her or its Membership or any right arising there from separate and apart from a transfer of his, her or its ownership interest in the Lot in the Subdivision giving rise to said Membership. Each Owner shall notify the Association of any transfer or assignment of the fee title to his, her or its Lot and the name and address of the transferee or purchaser within three (3) days of the closing on the purchase of the Lot. Such transfer shall automatically operate to transfer the Membership to the new Owner thereof.

2.4 Suspension of Membership. All members shall agree to abide by the protective covenants and these bylaws. If any member fails to abide by the protective covenants or bylaws, or fails to pay the assessments when they are due, the Board of Directors may suspend that owner's membership in the Association. The suspension shall become effective after a two-thirds affirmative vote of a quorum of the Board of Directors after an appropriate hearing. During the suspension, the member shall lose all privileges and benefits of the Association.

2.5 Reinstatement. The Board of Directors shall reinstate the former member to membership upon payment of current fees or dues.

ARTICLE III. MEETINGS OF MEMBERS

3.1 Annual Meeting. An annual meeting of the Members shall be held during the month of November of each year, at such time and place as the Board of Directors may determine, for the transaction of such business as may come before the

meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

3.2 Special Meetings. Special meetings of the Members may be called by any officer, two or more Members of the Board of Directors, or ten percent (10%) or more of the members at a place designated by the Board of Directors.

3.3 Notice of Meeting. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered in person, mailed by first class mail, by facsimile transmission, or by email transmission to each member of the Association not less than ten days nor more than thirty days before the date of the meeting, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting. The notice shall give members the date, time and location of the meeting and the subject or subjects to be considered at the meeting. In case of a special meeting, the purpose or purposes for which the meeting is called shall be stated in the notice. When mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the association.

3.4 Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members entitled to vote with respect to the subject matter thereof.

3.5 Quorum. Members holding not less than fifty (50) percent of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

3.6 Voting by Mail or by Proxy. Where directors or officers are to be elected by members, such election may be conducted by mail or by proxy in such manner as the Board of Directors shall determine consistent with Arkansas Law.

ARTICLE IV.
BOARD OF DIRECTORS

4.1 General Powers. The affairs of the Association shall be managed by the Board of Directors.

4.2 Number, Qualifications, Election, Tenure. The number of Directors to be elected at the first meeting of the membership shall be five (5). Each Director shall be a Member of the Association, or an agent or representative of a Corporate entity or business that is a Member. Directors shall be elected at the annual meeting of the Members by a majority vote. Directors shall serve two (2) year terms. The term of office of each Director shall be until the next annual meeting of the Members immediately following his/her two (2) year term and the election of his/her successor. Any vacancy occurring in the Board of Directors may be filled at any meeting of the Board of Directors by a majority vote of the remaining Board of Directors, or it may be filled at the next meeting of the Members. Any person elected to fill a vacancy shall serve as a Director until the next annual meeting of the Members.

4.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without any notice other than this by-law immediately after, and at the same place as the annual meeting of Members, unless changed or otherwise designated by the Board of Directors. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Arkansas, for holding of additional regular meetings of the Board without other notice than such resolution.

4.4 Special Meetings. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors after not less than five days' notice to each director in writing by first-class mail, by facsimile or email transmission, or personal delivery.

4.5 Quorum. The presence of a majority of the Board of Directors at a meeting constitutes a quorum for the transaction of business. If a Director not present at a meeting later adds his signature to the minutes of the meeting, he will be deemed

to have been present at the meeting and have consented to and approved of the business conducted and the actions taken at the meeting.

4.6 Compensation. Directors shall not receive a salary for their services as a Director.

4.7 Powers and Duties of the Board. A. The Board of Directors shall have the power to:

1. Call a special meeting of the Members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-tenth (1/10) of the voting membership.

2. 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 by-laws shall be construed to prohibit the employment of any Members, Officer, or Director of the Association in any capacity whatsoever. Such duties as are provided in subparagraph B may be delegated by the Directors to a specific Director who shall report his actions to the Board of Directors from time to time.

3. Establish, levy and assess, and collect the assessments, charges, or dues.

4. Adopt and publish rules and regulations governing the use of the corporation's common facilities.

5. Exercise for the Association all powers, duties and authority vested in or delegated to the Association. If any member of the Board of Directors of the Association shall be absent from three consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting during which the third absence occurs, declare the office of the absent Director to be vacant.

B. It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the members at the annual meeting of the Members.

2. Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate or receipt setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

4.8 Informal Action. Action taken by a majority of the Board members without meeting shall be valid as to any Association matter if before or after taking the action all of the members of the Board sign, date, and file with the secretary for inclusion in the Association minute book a memorandum showing the nature of the action taken and their written consent to the Board acting informally with respect to the action. The written consent shall show whether each director approves or disapproves of the action taken.

4.9 Removal of Directors. A Director may be removed only by a majority vote of the Members at a meeting called expressly for that purpose.

ARTICLE V.

OFFICERS

5.1 Positions Authorized. The offices shall be a president, a secretary, a treasurer, and any other offices as may be deemed appropriate by the Board of Directors. Any two offices, except those of president and secretary, may be held by the same person.

5.2 Election and Term of Office. The officers of the Association shall be elected for two (2) year terms by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected.

5.3 Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors at any time, with or without cause, whenever in its judgment it is in the best interests of the Association. A majority vote of the entire Board of Directors shall be necessary to remove the president, secretary or treasurer. Any other office may be removed by a majority vote of the members of the Board of Directors present at any duly convened meeting.

5.4 Resignation. Any officer may resign at any time by delivering a written notice of resignation to the Association. The resignation is effective when the notice is effective, unless the notice specifies a future effective date. IF a written resignation specifies a future effective date, and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date, so long as the Board provides that the successor shall not take office until the effective date.

5.5 President. The President shall be the principal executive officer of the Association and shall in general supervise, manage and control all of the business and affairs of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He may sign, with or without the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Association. Additionally, he shall see that all orders and resolutions of the Board of Directors are carried into effect. In general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. From time to time he shall report to the Board of Directors all matter within his knowledge which the interest of the Association may require to be brought to their attention.

5.6 Secretary. The secretary shall record all the proceedings of the meetings of the Members and of the Board of Directors in a book or books to be kept for that purpose; cause all notices to be duly given in accordance with the provision of these bylaws and as required by law; be custodian of the records and seal of the Association and cause

such seal to be affixed to all instruments the execution of which on behalf of the Association under its seal shall have been duly authorized; keep a register of the post office address of each Member, the number of Members, and the date when each became a member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

5.7 Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; shall keep full and accurate records and accounts of all receipts and disbursements of the Association; disburse funds of the Association as ordered by the Board of Directors, and prepare financial statements as directed by the Board of Directors; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of these duties in such sum and with such surety or sureties as the Board of Directors shall determine.

ARTICLE VI.
COMMITTEES

6.1 Architectural Control Committee. The Association shall have an Architectural Control Committee to be established and governed by the Board of Directors. The Board of Directors shall appoint members to the Committee. Upon its initial formation, the Architectural Control Committee shall be composed of at least three (3) members and no more than five (5) members of the Association. A representative of the Board shall remain a member of the Architectural Control Committee until all lots are sold or he/she chooses to resign, whichever comes first. The Architectural Control

Committee shall develop its own procedures and rules. The primary responsibility of the Architectural Control Committee will be to carry out architectural review requirements set forth in the Beau Chalet Covenants, By-laws and Architectural Review Guidelines.

6.2 Other Committees. The Board of Directors, by resolution adopted by a majority of the Directors, may create one or more committees (in addition to the Architectural Control Committee) as determined to be necessary. Except as otherwise provided in such resolution, members of such committee or committees shall be Members of the Association or designated representatives of entities that are Members of the Association and the President of the Association shall appoint the members thereof subject to approval by the Board of Directors. Members of a committee as such shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any committee member from serving the Association in any other capacity and receiving compensation thereof.

6.3 Term of Office. Each member of a committee shall serve two (2) years or until the successor to such member is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee.

6.4 Chair. One member of each committee shall be appointed as the Chair of such committee by the President, subject to approval by the Board of Directors.

6.5 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VII.

ASSESSMENTS

7.1 Annual Assessment. The Association shall collect annual dues to be used for utilities and maintenance of the gate area, maintenance of the fence, the street and all common grounds of the subdivision. The annual dues shall be due and payable on

the first day of February of every year beginning February 1, 2014, and will be considered delinquent if not paid by April 1st of the current year. These annual dues shall be \$400.00 per lot. The amount of the annual dues may be adjusted at the option of the majority of the membership of the Association, its successors and assigns, but must be of a sufficient amount to cover all maintenance costs based on the previous year's costs. The dues collected by the Association shall be used exclusively for the purposes of maintaining common areas, including the maintenance and operating costs of the gas lights throughout the subdivision, utilities and maintenance of the gate area, the fence, the street, which is a private street, including mowing. Unless otherwise provided, the Association may not accumulate a surplus at the end of the year which is more than two (2) times the maximum permissible total annual assessments for that year.

7.2 Special Assessments. In addition to the annual assessments authorized by Section 7.1 hereof, the Association may, by vote of its Members, levy in any assessment year or years a special assessment for such purposes as determined necessary. Special assessments must be approved by a majority of the total eligible votes of the Membership of the Association pursuant to these bylaws, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. The due date and delinquent date of any special assessment shall be established by the Board of Directors .

7.3 Owner's Personal Obligation for Payment of Assessments. Annual and special assessments provided for herein shall be the personal and individual debt of the owner of the lot or property covered by each assessment; no owner may exempt himself, herself or itself from any liability for such assessment; and in the event of a default in the payment of any such assessment, the owner of the lot or property shall be obligated to pay interest at the maximum lawful rate on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorneys' fees. If assessments become ninety (90) days past due the Association has the right to

file a lien on such lots for dues, interest and legal fees, which lien shall be filed as a mechanics and materials lien pursuant to Arkansas code ann. Sec. 18-44-101 et reg.

7.4 Default and Termination of Membership. When any member is in default in the payment of annual and/or special assessments for a period of two months from the beginning of the period for which such assessments become payable, his membership may be terminated by the Board of Directors as provided in these bylaws. The Association may then proceed to collect the dues and assessments through whatever legal means are available to the Association.

ARTICLE VIII.

MAINTENANCE

8.1 Duty of Maintenance. All owners and occupants (including lessees) of any part of any lot or any other part of the property shall jointly and severally have the duty and responsibility at their sole cost and expense, to keep their lot or that part of such property so owned or occupied, including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and wastes;
- (b) Lawn mowing;
- (c) Tree and shrub pruning;
- (d) Watering;
- (e) Keeping exterior lighting and mechanical facilities in working order;
- (f) Keeping landscape areas alive, free of weeds and attractive;
- (g) Keeping parking areas, driveways and roads in good repair;
- (h) Complying with all government health and police requirements;
- (i) Repainting of improvements;

- (j) Repair of exterior damages to improvements; and
- (k) Such other maintenance as determined to be appropriate by the Board of Directors.

8.2 Enforcement. If, in the opinion of the Board of Directors, any such owner or occupant has failed in any of the duties or responsibilities set forth by the Covenants, By-laws, Architectural Review Guidelines, or any Committee authorized by the Board of Directors, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform requested actions, care or maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The owners and occupants (including lessees) of any part of the property on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons jointly and severally, and the Association may then proceed to collect the debt through whatever legal means are available to the Association including but not limited to property liens.

ARTICLE IX.

GENERAL PROVISIONS

9.1 Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the

Association may be inspected by any Member, or his agent or attorney for any proper purpose at any reasonable time with proper notice being given.

9.2 Checks and Notes. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

9.3 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

9.4 Protective or Restrictive Covenants. The Protective or Restrictive Covenants and these By-Laws are binding on the Members of the Association. The Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in any such Declaration or supplementary declaration. Enforcement of the 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 such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

9.5 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Arkansas Non-Profit Corporation Act of 1993 or under the provisions of these by-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

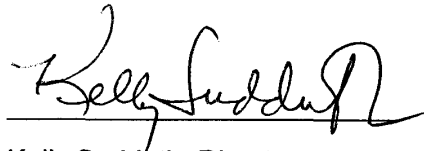
9.6 Amendments to By-laws. These by-laws may be amended, altered, or repealed and new by-laws may be adopted at a meeting of the Members at which a quorum is present, by an affirmative vote of two-thirds (2/3) of the Members of the Association entitled to vote thereon. In the event that the Board of Directors or the Members of the Association seek an amendment to these by-laws, the Association shall give notice to its Members of the proposed Membership meeting in writing, either by mail or email. The notice must state that one of the purposes of the meeting is to

consider the proposed amendment and must also contain or be accompanied by a copy or summary of the proposed amendment.

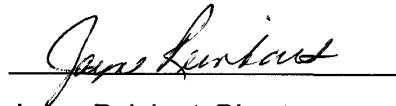
9.7 Governing Law. These by-laws shall be governed by and construed in accordance with the laws of the State of Arkansas applicable hereto, including without limitation the Arkansas Nonprofit Corporation Act of 1993. Any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Benton County or the United States District Court for the Western District of Arkansas.

In witness whereof, we, the directors of the NWA Beau Chalet POA, Inc., have set our hands this 24th day of March, 2014.

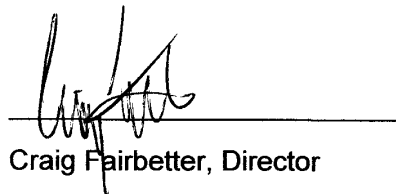
NWA BEAU CHALET POA, INC.



Kelly Sudduth, Director



Jayne Reinhart, Director



Craig Fairbetter, Director

Benton County, AR
I certify this instrument was filed on
06/09/2014 12:24:36PM
and recorded in DEED Book
2014 at pages 30391 - 30404
Brenda DeShields-Circuit Clerk

Brenda DeShields--Circuit Clerk
Benton County, AR
Book/Pg: 2015/51515
Term/Cashier: CASH2/Laura L. Tway
09/14/2015 9:29:35AM
Tran: 347295
Total Fees: \$50.00

CORRECTED, 9/9/2015
PROTECTIVE COVENANTS
NWA BEAU CHALET PROPERTY OWNERS ASSOCIATION, INC.
BENTON COUNTY ARKANSAS

NWA Beau Chalet Property Owners Association, Inc. hereby makes declarations as to the limitations, restrictions, and use to which the lots constituting such the Beau Chalet subdivision, Benton County Arkansas, may be put, and hereby specifies that such declarations shall constitute covenants to run with all of the lots as provided by law, and shall be binding upon all parties, and all persons claiming under them and for the benefit and limitations on all future owners in such subdivision; this declaration of covenants and restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein. This corrected protective covenants corrects and amends all previously filed protective covenants for Beau Chalet subdivision, and is necessary to reflect NWA Beau Chalet Property Owners Association, Inc. as the recorded entity authorized to implement and enforce these covenants.

I. **COVENANTS**

- a. **SINGLE FAMILY RESIDENTIAL LAND USE AND BUILDING TYPE.** All lots within Beau Chalet Subdivision shall be used strictly for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one, single family dwelling unit not to exceed two stories in height, excluding basement, and garage. No trailers, mobile homes, modular homes or manufactured homes constructed elsewhere and assembled on the site, prefabricated buildings, or buildings moved from another location, tents, shacks, or other building shall at any time be used as a shelter on any lot or erected, altered, placed, or permitted to remain on any lot as a residence either temporarily or permanently.
- b. **DWELLING QUALITY AND SIZE.** No dwelling shall be permitted on any lot containing less than 3,100 square feet (no less than 1,800 square feet on ground level of two-story) of heated living space exclusive of porches, decks, carports, and garage. Further, each dwelling on a lot shall have a private garage of not less than 2 cars with dimensions of no less than 22 feet by 22 feet, and shall have a concrete driveway.
- c. **ARCHITECTURAL CONTROL AND BUILDING LIMITATIONS.** No building or other topographical construction project significantly changing the landscape shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure(s) is(are) approved by the Architectural Control Committee (ACC). Such plans shall be submitted to the ACC at least 14 days prior to the commencement of construction of the same and the written approval of the ACC shall be required before

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commencement of construction. Additionally, at title closing the buyers will be provided an ACC document which will require signature to acknowledge acceptance and compliance of all ACC requirements. This ACC acceptance/compliance document is a requirement for closing of any Beau Chalet lot. The Architectural Review Guidelines document is provided for your use during this approval process. The ACC shall be composed of three members of the duly elected Board of Directors of NWA Beau Chalet Property Owners Association, Inc. The Committee's approval or disapproval as required in this paragraph shall be in writing. Revisions to approved architectural plans must be approved in writing by the ACC. All revisions must be resubmitted for approval by the ACC as set forth herein.

- d. **PROPERTY OWNERS ASSOCIATION.** NWA Beau Chalet Property Owners Association, Inc. is the duly registered Arkansas nonprofit corporation for the Beau Chalet subdivision (POA). The purpose of the POA is maintaining areas in common with all of the members, such as streets, street lights, drainage, fences, entrance buildings, and such other activities and undertakings as may be for the general use and benefit of the members. Each and every lot owner in accepting a conveyance of any lot in the subdivision agrees to and shall become a member of the POA, and subject to obligation and duty enacted by the bylaws and rules of the POA. Membership shall be appointment to, and may not be separated from ownership of any lot. Responsibility for managing the POA rests with a duly elected 5-person Board of Directors.
- e. **BUILDING AND MATERIALS.** The exterior walls of each building constructed or placed on a lot shall be 70% brick, stone, stucco, and the exterior portion on any fireplace shall be 100% brick, stone, or stucco. The use of concrete block, T111 fir, vinyl siding, artificial stone or Masonite for exterior walls is prohibited. The soffit, fascia or trim materials may be high quality vinyl, steel, concrete/hardy board, or wood. Any attached structure shall be of the same design, and shall have the same roof material, exterior trim with the same material for its exterior walls as the dwelling constructed, on the lot. Roof material of any dwelling shall be a minimum of 40 year architectural composition shingle, cedar shake, slate, concrete tile, terra cotta tile, or concrete shake. The primary roof pitch shall be a minimum of 12-12. The roof color of any dwelling shall be dark tones and approved in writing by the ACC.
- f. **EASEMENTS.** Easements for installation and maintenance of utilities (including TV cable) and drainage facilities are reserved as shown on the plat. Within these easements there shall be no structures, planting, pavement (except driveway across lot), or any other material placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Driveways

permitted within the easement shall be constructed so as to not prevent any flow of water or change in flow in the area of each lot and those improvements for which a public authority or utility is responsible. The easements must be maintained by the lot owner, except for those improvements for which a public authority or utility company is responsible.

- g. **YARD SPACE RESTRICTIONS AND BUILDING LOCATION.** Building setbacks shall be 25 feet from the front lot line (approximately 38 feet from back of curb), 10 feet from side lot line, and 25 feet from the rear lot line. This provision (interior side lot setback) shall not apply to any dwelling constructed on two adjacent lots as to the side lot line dividing the two lots. All permitted accessory buildings shall be located to the side or rear of the dwelling. For the purposes of these covenants, eaves, steps, open porches shall not be considered as part of the building; provided, however, this shall not be construed to permit any portion of the building to encroach upon another lot. No lot shall be subdivided into smaller lots or parcels than shown on the recorded plat for the purpose of creating additional building sites or lots, except that a lot may be subdivided to combine portions of it with the adjacent lot on both sides or either side to enlarge the building site on said respective adjacent lots. Should any building setback lines shown upon the plat vary from the setback requirements required herein, the building setback lines shown upon said plat as filed shall control and take precedence over those state herein.
- h. **GAZEBOS, GREENHOUSES, AND STORAGE SHEDS.** Gazebos, pool pavilions, trellis, greenhouses, children's playhouses, tree houses, storage sheds and other similar structures may not be erected without prior written approval of the ACC. The ACC shall have the right to deny the building or placing of any of the foregoing improvements on the lot. Unattached storage sheds/garages will not be permitted.
- i. **FENCES.** Fencing of the front yard is prohibited except that of wrought iron or masonry of maximum height of 4 feet. Back yard fencing may be of wood structure with a maximum height of 6 feet and shadow box design. Dog pens properly screened by walls, fences or plantings may be constructed and maintained in the rear yard portion of the lot. Wire fencing is prohibited. If an area is fenced, an appropriate access to easement is required or otherwise property owner my risk removal of fence without compensation. All fences must be approved in writing by the ACC prior to construction.
- j. **OFFSTREET PARKING.** All vehicles of respective lot owners shall be parked in the garage or driveway of the respective lot. Parking on the street is prohibited. Recreational vehicles and equipment, including but not limited to boats, jet skis, motor homes, travel trailers, campers and bikes can only be stored in a garage.
- k. **HOME OCCUPATIONS.** Home occupations shall be prohibited.

- i. MAILBOXES. Mailboxes shall be of masonry construction and of same architectural design as the residence.
- m. SIGNS. No signs either permanent or temporary, of any kind, including political yard signs, shall be placed or erected on any lot, except a single sign no more than 5 square feet in size to advertise same lot for sale or for rent.
- n. STREET AND ENTRANCE. Street and entrance in the Beau Chalet Subdivision shall be private at all times, and shall be Common Property. Each lot owner shall be responsible for a portion of the maintenance costs of the street and entrance.
- o. SATELLITE DISHES. Satellite dishes must be screened from view and be located only in the rear of the house.
- p. BASKETBALL GOALS. Any basketball goal or like structure may only be constructed in a fashion not to be unsightly by the ACC. No basketball courts may be constructed on the front of any lot unless approved by the ACC.
- q. OIL AND MINING OPERATIONS. No drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted, nor shall wells, crude oil tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil, natural gas, salt, or any other mineral or petroleum product shall be erected, maintained or permitted upon any lot.
- r. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised or kept on any lot, except dogs, cats, or other household pets, provided that they are not kept or maintained for any commercial purposes. No pet shall be permitted to remain outdoors that is deemed by the POA to be a house nuisance, odor nuisance, or danger to others or their property.
- s. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may become an annoyance or nuisance to other lot owners in the subdivision. Grass, weeds, and tree sprouts shall be kept neatly cut. Fences or outside structures shall be maintained so as not to become unsightly or an annoyance to other lot owners. Upon a lot owner's failure to comply, the POA may acquire such maintenance to be performed and will be charged to the owner. If unpaid within 30 days, a lien may be placed against the premises until paid. No building material of any kind shall be stored upon lot until the lot owner is ready to commence construction. Construction sites shall be kept neat and orderly.
- t. VEHICLES. No automobile, truck, bus, tractor, or other vehicle shall be left inoperative on any lot.
- u. UTILITIES. All utilities in this subdivision will be placed underground.
- v. CLOTHES LINES. No permanent outdoor clothes lines are permitted.

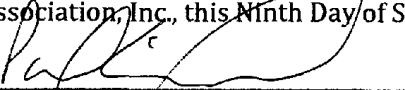
- w. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at intersections shall be permitted on any lots.
- x. SEPTIC SYSTEMS. All lots within this subdivision shall have individual septic systems. Each lot owner shall be responsible for ensuring that his/her respective septic system complies with all applicable codes and is operating properly at all times.
- y. NATURAL GAS. All lots within this subdivision shall be required to have 4 natural gas openings/valves per residence. (Ex. Gas stove valve = 1 opening.)
- z. VIOLATIONS. If any owner or occupant shall at any time, while these covenants are in effect, violate or attempt to violate any of these covenants, any other owner of any part of the subdivision may institute a grievance or assess a complaint. The POA Board of Directors shall serve as the Violation Committee to hear a grievance or assess a complaint by a property owner and will give the offending party notice of such complaint. If grieving party wishes to remain anonymous, then a written complaint will be presented to the POA. In either case, if the violation is found to be accurate, the Violation Committee will give notice to the offending party to rectify the problem within no more than 10 days or legal action may be taken. If the offending party is found to not be in violation, no notice is required. All owners agree to uphold the findings of the Violation Committee as final and binding as the arbitrator. If a violating party fails to comply in the correction of a violation after proper notice was given, the Violation Committee shall have the power to incur reasonable expenses to correct such violation and the POA shall hold the owner responsible to pay expenses. If expenses remain unpaid for a period of at least 30 days, the expenses may then become a lien on the property until paid.
- aa. ASSESSMENTS. The lot owners hereby acknowledge and agree that common areas and entry walls, signage, and landscaping, are an integral part of the value and quality of the subdivision itself. It is in the best interest of the lot owners of the subdivision that the said common areas and entryways be properly maintained and kept in a good state of repair. Written notice of the annual assessment to be paid by each lot owner and the date of commencement thereof shall be sent to every lot owner, but only to one joint lot owner. Each lot owner shall thereafter pay to the POA the annual assessment in such manner as determined by the Board of Directors. The assessment is established as \$400.00 annually. The POA may increase or decrease the amount one time annually as deemed necessary. If a lot owner should fail, or refuse to pay the annual assessment within 30 days of written notice, there shall be a lien placed against the lot. Liens for unpaid assessments shall not be affected by any sale or assignment of a lot and shall continue in full force and effect. The POA may institute

an action at law against the lot owner for failure or refusal to pay the annual assessment, and for the foreclosure of a lien. In any foreclosure, the lot owner shall be required to pay interest on the assessment, the costs, expenses, and reasonable attorney's fees incurred by the POA.

II. GENERAL PROVISIONS

- a. BINDING EFFECT AND AMENDMENTS. All persons or entities who now or shall hereafter acquire any of the lots in this subdivision shall be deemed to have agreed and covenanted with the lot owners in this subdivision and with their heirs, successors, and assigns to conform and observe the period as hereinafter set forth. The covenants may be amended at any time with the written approval of 2/3 of the lot owners within the subdivision. No changes in the covenants shall be valid unless the same shall be placed of record in the office of the recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of lot owners.
- b. DURATION OF COVENANTS. The covenants shall run with the land for a minimum of 30 years, to be automatically extended for excessive periods of 10 years without further action unless terminated by 2/3 of the lot owners in the subdivision, casting votes as herein set forth in the amendment section of the covenants, and voting 1 vote for each lot. It is the intent of the covenants to promote the aesthetic value of the Beau Chalet Subdivision.
- c. SEVERABILITY. In validation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the covenants, or any part thereof, as set forth herein, but they shall remain in full force and effect.
- d. DISPUTES. It is agreed upon by property owners, POA, and POA Board of Directors, that all disputes among those stated within will be resolved using mediation according to the Arkansas mediation laws.

IN WITNESS THEREOF, Board of Directors, NWA Beau Chalet Property Owners Association, Inc., this Ninth Day of September, 2015.



Paul Eiland, Director
NWA Beau Chalet Property Owners Association, Inc.

9/9/15



Craig Fairbetter, Director
NWA Beau Chalet Property Owners Association, Inc.

9-12-15

Richard Houlihan 9/9/15
Richard Houlihan, Director
NWA Beau Chalet Property Owners Association, Inc.

Jayne Reinhart 9/9/15
Jayne Reinhart, Director
NWA Beau Chalet Property Owners Association, Inc.

Kelly Sudduth 9/9/15
Kelly Sudduth, Director
NWA Beau Chalet Property Owners Association, Inc.

ARCHITECTURAL REVIEW GUIDELINES
Updated 9/9/2015

1. Prior to the commencement of construction, the homeowner in conjunction with the builder will submit an architectural plan for approval by the ACC. No construction will commence until written approval by the ACC is received by the homeowner.
2. Any plan deviations (from original blueprint) will be submitted in writing prior to enactment of change. For the benefit of all; the builder, homeowners and the architectural review committee, these deviations will be numbered and provided in word document format with the corresponding annotations on the plan. Approval by the ACC is required before changes/deviations commence.
3. Additionally, the following samples/items will be provided to the ACC as part of the approval process:
 - a. antique brick/stone/stucco and mortar to be used in plan with location of each
 - b. specified wood finishes and their location
 - c. placement of home on corresponding lot
 - d. all color samples to be used in exterior finish
 - e. shutter composition (material and size)
 - f. vent composition and placement
 - g. specific window selection, to include size, composition and color (front windows should have divided lights)
 - h. roof shingle
 - i. exterior lighting (include placement and actual selection)
 - j. garage door design and composition
 - k. front door selection to include detail of entryway
 - l. landscape design
 - m. driveway placement
 - n. a pre-construction appraisal
4. Once plan is approved and construction commences, periodic reviews will occur to provide compliance with accepted plan.
5. If non-compliance occurs, the homeowner will correct or submit a change to be placed before the architectural committee. Until non-compliance is resolved, all construction will be suspended. Failure to abide by these rules will result in a lien on subject property and the property owner will be responsible for any POA expenses for legal action.

Benton County, AR
I certify this instrument was filed on
09/14/2015 9:29:35AM
and recorded in DEED Book
2015 of pages 51515 - 51522
Brenda Dashiields-Circuit Clerk