

**Declaration of Covenants, Conditions and
Restrictions for AllenCroft Subdivision
The City of Bentonville, Benton County, Arkansas**

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THIS Declaration of Covenants, Conditions and Restrictions made this 13th day of August, 2002, by Burckart Construction, Inc., an Arkansas Corporation, referred to herein as "Developer", and by AllenCroft Subdivision Property Owner's Association, Inc., referred to herein as "The Association" or "The POA" concerning the residential subdivision known as AllenCroft, referred to herein as "The Subdivision".

WHEREAS, the Developer is the owner of real property located in Benton County, Arkansas, being more fully described in Exhibit "A" attached to this Declaration; and

WHEREAS, the Developer is in the process of developing and platting the aforesaid real property into a residential community, and contemplates subdividing such property into individual, quality, single family residential lots, and , in addition contemplates setting aside certain tracts of land for common landscaped areas, for signs identifying the subdivision and other amenities; and

WHEREAS, the Developer desires that the entire subdivision constitute a single residential community, with rights and obligations toward the ownership and maintenance of landscaped common areas at or near the entries to the subdivision, as well as the signs identifying the subdivision; and

WHEREAS, the total development of the subdivision residential community will take several years; and

WHEREAS, the Developer and the Association desire to provide for building and use restrictions to promote and insure that the Subdivision is a quality residential community, to protect the property values of all property owners within the Subdivision, to insure that all homes are constructed of quality materials and workmanship, and are compatible with other homes in the Subdivision.

THEREFORE, in consideration of the foregoing, the Developer and the Association hereby subject all of the real property described in Exhibit "A", now known as AllenCroft Subdivision, to the covenants, charges, assessments, conditions and restrictions set forth in this Declaration.

**SECTION I
GOVERNING BODIES**

A. **GENERALLY.** These covenants shall be implemented by the Board of Directors of the POA ("Board of Directors" or "the Board") and the POA's Architectural Control Committee and Violations Committee, as established herein.

B. **PROPERTY OWNER'S ASSOCIATION BOARD OF DIRECTORS.** The Board of Directors of the Property Owner's Association shall consist initially of three (3) directors. Two of the directors shall be designated representatives of the Developer. The third director shall be a property owner. The initial directors shall serve ten (10) year terms. In the event of the death or resignation of any initial director prior to the expiration of his or her term, the vacancy shall be filled by an appointment of the remaining directors. After the expiration of the terms of the initial directors, elections shall be held to fill each of the three (3) seats, which shall thereafter serve five (5) year terms. These subsequent directors shall be residents of the Subdivision. These elections will be held at called meetings upon giving ten (10) days' written notice to all lot owners, who may cast one vote for each platted lot owned. The Board of Directors of the Association shall have the sole authority to appoint members to the Architectural Control Committee and to the Violations Committee, both as provided for herein. Additionally, the Board of Directors of the Association shall have the power to enforce these covenants and to review all violations of these covenants for proper action.

C. **ARCHITECTURAL CONTROL COMMITTEE.**

1. **Purpose and Composition.** To insure that all dwellings and accessory buildings constructed in the Subdivision have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in the Subdivision, there is hereby established an Architectural Control Committee (herein referred to as "ACC"). Upon its initial formation, the ACC shall be composed of three (3) members, to be appointed by the Developer, who shall serve until such time as the Developer determines that there are enough owners of record to expand the ACC, at which time the Board of Directors of the POA shall assume its authority to designate no more than five (5) total members. Members, other than those initially appointed by the Developer, shall serve three (3) year terms. No absentee owner, other than the Developer's appointed representative, may serve on the ACC. In the event of the death or resignation of any member prior to the expiration of his term, the Board of Directors of the POA shall appoint a successor to complete the term of the deceased or resigning member.

2. Authority and Duties.

- a. Any property owner seeking to construct a new home or other pertinent structure, or to add to or modify any portion of the exterior of an existing home, shall submit the plans and written specifications to the ACC for review. All specifications of the home exterior shall include, but shall not be limited to, decks, hot tubs, patios, pools, additions to or deletions of planted or landscaped areas, equipment and material storage buildings, dog runs, gazebos, arbors, roofing material, exterior lighting, exterior building materials, and other similar construction.
- b. No construction, change, modification or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials, and location of the improvements on the lot, and a landscaping plan for the lot, shall have been submitted to, and approved in writing by, the ACC. In the event the ACC fails to approve or disapprove said specifications within ten (10) days after written confirmation by the ACC that sufficiently complete plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred. It shall be the responsibility of the lot owner to obtain the written confirmation that sufficiently complete plans and specifications have been submitted.
- c. Without limiting the factors to be considered in the approval or disapproval of an plans and specifications submitted to it, the ACC shall apply the building restrictions set forth below under Section II of this Declaration.
- d. Notwithstanding the foregoing provisions, the ACC and the Association shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in the Declaration, and no member of the ACC or the Association and its Board of Directors shall have any liability, responsibility or obligation whatsoever for any action or decision, or lack thereof. The ACC and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the lot owner. Each lot owner agrees to save, defend, and hold harmless the ACC and the Association and its members on account of any activities of the ACC relating to such lot owners property or buildings to be constructed.
- e. Only building contractors who have been approved by the ACC shall be allowed to construct any improvements within the Subdivision. A "building contractor" is defined as a general contractor, building contractor, construction manager, architect, or owner, provided that such person meet the criteria established by the ACC under the provisions of this section. The ACC shall, from time to time, establish such criteria, as it may deem appropriate for the approval of building contractors. Such criteria may include, but shall not be limited to, a current certificate of workmen's compensation insurance, a current certificate of general liability insurance in an amount of not less than \$500,000.00, and current appropriate licensing, if applicable. A clean-up deposit and storm silt screening on the construction site will be required. Additionally, the ACC may require the building contractor to secure an appropriate letter of credit prior to commencing construction. Any building contractor approved by the ACC impliedly consents to the authority of the ACC to set forth additional requirements or restrictions as may be deemed appropriate.

D. VIOLATIONS COMMITTEE.

1. **Purpose and Structure.** A Violations Committee is hereby created to receive grievances and form complaints for submission to the Board of Directors. The Violations Committee shall be composed of three (3) members, who shall be appointed by the Board of Directors, and the terms of such members shall be three (3) years. In the event of the death or resignation of a member, the Board shall have the authority to appoint a successor to complete the term of the deceased or resigning member.
2. **Procedure.** Any lot owner may file a written grievance with the Violations Committee regarding a violation, or attempted violation, of these covenants. The identity of the reporting owner may, at the reporting owner's election, remain anonymous, and in that case, no governing body of the Subdivision may disclose the identity of the reporting owner. If the Violations Committee substantiates the violation, the Committee shall draft a formal complaint and forward it to the Board of Directors for action not inconsistent with this section. All property owners consent to be bound by this Committee's decision.
3. **Enforcement.** Upon receipt of a formal complaint from the Violations Committee, the Board of Directors shall notify the offending party of the violation and request that it be rectified within ten (10) days. If the violation is not corrected within that time, after proper notice of the violation having been given, the Board of Directors shall proceed with reasonable diligence to seek judicial enforcement of its decision. In the event the Board seeks judicial enforcement, the offending property owner shall be held liable to the Board for payment of all costs incurred by it in seeking the enforcement of the covenants, including attorney's fees.

**SECTION II
BUILDING AND USE RESTRICTIONS**

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- A. A "building site" shall consist of one or more numbered lots as shown on the face of the plat or any modifications or adjustments thereto. No individual lot may be split to create two or more lots.
- B. No building or structure shall be erected, constructed, maintained, or permitted on such residential lots, except on a "building site" as defined above.
- C. No building, except a single-family residential building, with approved guest accommodations, caretaker and household servant's quarters, together with detached garage and/or such other accessory buildings as may be permitted by local land use or ordinances, and as may be approved by ACC, shall be permitted. Such accessory buildings shall not be used for or in connection with multi-family living, and each building site shall be used for no more than one family, together with attendants or domestic servants of that family. Neighborhood commercial lots as plated is acceptable as not residential.
- D. **BUILDING TYPE.**
1. No residence shall be constructed that is less than 1,300 (one thousand, three hundred) square feet of heated area, exclusive of carports, garages, basements and storage rooms. Of the total heated area, at least 800 (eight hundred) square feet must be on the main level, unless otherwise approved by the ACC. Particular architectural styles, features, appointments and details may not be approved, at the discretion of the ACC, if deemed to be incompatible or non-conforming to the standard of quality or aesthetics promoted within the Subdivision. Additionally "minimum code" specifications shall not be standard by which the ACC shall be bound but rather by any level above that is deemed appropriate minimums for consistency of quality within the Subdivision.
 2. Any limitations in this Declaration to the contrary notwithstanding, until houses have been constructed on all lots in the subdivision, the Developer shall be entitled to use any lot owned by Developer for construction of model homes, sales offices, construction sheds or for storage of materials. Revisions to approved architectural plans are discouraged; however, any revision to any previously approved plan should be for upgrade purposes only. All revisions must be submitted to the ACC as set forth herein prior to commencing construction.
- E. **BUILDING MATERIALS.** The exterior walls of each building constructed or placed on a lot shall be consistent with Traditional Neighborhood designs and architecture as defined by the ACC.
- F. **ROOFS.** All roofing material shall be approved by the ACC prior to the installation of such materials. Such materials shall be in compliance in all respects with applicable City of Bentonville Ordinances. The roof pitch of any structure shall be consistent with the architecture and approved by the ACC.
- G. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved on each lot as reflected on the recorded plat. Within these easements, no structure, planting or other material (except driveways across any lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage in the easement. Driveways permitted within the easement shall be constructed so as not to prevent any flow of water or change the flow in the area of each lot and all improvements for which a public authority, property owner's association, or utility company is responsible.
- H. **EXTERIOR MECHANICAL DEVICES.** Air conditioning units, heat pumps, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similar mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

I. **YARDS AND LANDSCAPING REQUIREMENTS.** All structural landscape plans and additions must first be approved by the ACC. No approval is necessary for the planting of flowers, shrubs, or trees, except where they may effect easements or drainage onto adjacent property. All newly constructed homes must meet minimum landscape requirements as set by the ACC (sod in front and one 2 1/2" willow oak place in green space at street within six (6) months of completion of construction, provided that each property owner, within ninety (90) days of the completion of a residence, shall seed or sod all yards fronting a street. The refund of any clean-up deposit secured from any approved building contractor will not be returned unless the conditions of this paragraph have been completed, in addition to any further clean-up which may be necessary. All toys, newspapers, etc. must be kept picked up so as not to accumulate in an unsightly manner in view of any street. Only porch furniture, flower pots, etc. are permissible in front yards. Front yard grass is to be kept mowed so as to never be above six inches (6").

J. **FENCING.** Fencing of front yards is prohibited, except that, White vinyl picket fencing not exceeding three (3) feet in height may be constructed upon approval by the ACC. Any fence located on any lot must be approved by the ACC as to material, location, height and quality prior to the commencement of construction. Any fence erected around the rear perimeter of a lot must contain a gate or gates of adequate size, according to city requirements for city utility vehicles to have access to the utility easement for ingress and egress, if applicable. Fencing in of access/drainage easements is prohibited. Any necessary alteration to fences to maintain utilities will be done at the owner's expense. Dog pens, properly screened as required by the ACC, must be in rear yard portions and kept so as not to be a nuisance of obnoxious to any adjoining lot owner.

K. **EXTERIOR LIGHTING.** All exterior lighting must be approved by the ACC.

L. **SIDEWALKS.** Sidewalks shall be installed on each lot by the property owner as required by final plat for AllenCroft Subdivision and shall be installed prior to the issuance of a certificate of occupancy by the City of Bentonville.

M. **MAILBOXES.** All mailboxes must be approved by the ACC as to design and location. Additionally, all mailboxes must be of a type that is approved by the United States Postal Service, and shall be kept in a good state of repair at all times.

SECTION III ADDITIONAL BUILDING USE AND GENERAL RESTRICTIONS

A. **OFFENSIVE ACTIVITIES.** No noxious or offensive activity shall be carried on or permitted upon any lot or on any street or sidewalk adjacent thereto, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjacent lot owners or to the Subdivision. Any lot owner violating this paragraph shall be required to indemnify and hold harmless the ACC for any expense it incurs in alleviating the noxious or offensive activity, annoyance or nuisance.

B. **OIL AND MINING OPERATIONS.** No oil drilling, oil refining, quarrying, or mining operation of any kind whatsoever shall be permitted upon, about, or in any lot, nor shall any oil well, tank tunnels, mineral excavations or shafts be permitted upon or in any lot, except that one (1) storm shelter may be constructed with proper ACC approval.

C. **SIGNAGE.** No signage shall be permitted on any lot or on any house after it is initially sold; provided, however, that one "For Sale" sign may be placed in the front of the property within ten (10) feet of the curb, and such sign shall be no larger than five (5) square feet. Any such "For Sale" sign must be removed within ten (10) days of the date of the sale of the property. However, Developer hereby reserves the right to erect construction site signs, lot signs, and signs to designate the name of the addition and the advertisement thereof, without regard to the above restriction. The Developer or the ACC reserves the right to remove any sign which it deems to be obnoxious or non-compliant or unsightly due to shape, color, size, etc. Contractors may display only one contractor's sign and building permit. No other advertising signs shall be permitted.

D. **SIGHT DISTANCES AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (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 twenty-five (25) feet from the intersection of the street if property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of the driveway.

- E. **CURBS AND STREETS.** All street cuts are specifically prohibited unless a waiver is granted by the Developer. All curbs are to be neatly blended into driveway radius.
- F. **PARKING.** All residences must have off-street parking only, and shall not be permitted to park off of designated driveways or parking pads. The ACC shall have the right to have vehicles in violation of this provision towed at the owner's expense. No parking of any type of vehicle, boat, RV, camper, etc. will be permitted on grass, landscape, sidewalks. Only in garage or an approved ACC attached dwelling. Parallel parking is permitted on one-way streets where rear entry homes are located.
- G. **VEHICLES.** Any boat, RV, camper, untagged or off-road vehicle must have a separate, concealed concrete parking pad and may not be parked at any time in front of the front building line and must be permanently screened from view. Likewise, no vehicle repairs or maintenance is to be performed other than in garages or in concealed areas to the rear of building lines. No inoperative vehicles of any kind shall be left on any lot or easement.
- H. **LOT AND GROUND MAINTENANCE.** No lot or easement shall be used or maintained as a dumping ground. Rubbish, leaves, grass, trash, garbage and/or other wastes shall be kept in non-corrosive/non-breakable trash containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the street unless it is to be picked up within 24 hours.
- I. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other domestic pets may be kept and maintained, provided that they are registered with the city and/or county, if required. Household pets shall be maintained in a clean and sanitary condition and shall not be obnoxious or a nuisance to the surrounding owners. Any owners with pets are required to provide containment or backyard fencing in accordance with the ACC specified acceptable fence requirements. Pet owners shall be liable for all damages caused by their pets.
- J. **TEMPORARY INHABITANTS.** The inhabiting of any structure or vehicle such as a boat, trailer, basement, tent, shack, garage, barn, camper, mobile home or other outbuilding shall not be permitted on any residential lot, whether temporarily or permanently.
- K. **BASKETBALL GOALS.** No basketball goals or courts may be erected or constructed on the front of any house, or facing the front street, unless approved by the ACC.
- L. **CLOTHING LINES.** No outdoor clotheslines shall be permitted.

SECTION IV COMMON SPACE AND AMENITIES

- A. There shall be created, as shown on the face of the plat of the Subdivision and identified as "common property", such common tracts as the Developer shall create for landscaping and signage for the Subdivision. Such tracts shall be for the benefit of all properties in the Subdivision and the landscaping and signage thereon shall be maintained by the Association as provided in this Declaration.
- B. Upon the filing of the final Subdivision plat, the mentioned common tracts located in the Subdivision shall be conveyed to and accepted by the Association. In addition any property or Amenity may be deeded/sold to the Association by the Developer if deemed to be for the common good of the Subdivision by the Developer.
- C. Maintenance of the common property and landscaping and signage thereon shall be at the cost and expense of the members of the Association (lot owners) within the subdivision. All of such costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, shall be borne by the lot owners based on the ratio of their lots to the total number of lots that have been created by the filing of the final plat and any amendments thereto.
- D. The Board of Directors of the Association shall have the authority to promulgate such rules and regulations and amendments thereto regarding the use of the common properties and amenities as it from time to time deems appropriate. Additionally, the Board reserves the right to make such common areas and amenities available to non-residents by membership subject to such terms and conditions as the Board may deem appropriate.

**SECTION V
GENERAL AND SPECIAL ASSESSMENTS FOR ASSOCIATION**

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- A. By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed to covenant and agree to pay the Association annual/monthly assessments and special assessments for operating expenses incurred by the Association and for maintenance and care of the common properties. Such assessments shall be fixed, established, and collected from time to time as provided in this Declaration. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of such property from the date when the assessment is due and payable until paid in full. Such personal obligation shall not pass to successors in title to the affected property unless expressly assumed by such successors. Unless changed by a majority vote of the lot owners casting votes, the annual assessment for any lot in the Subdivision shall be that amount last approved by the Board on the question of annual assessment. On vote of the Board of Directors of the Association in the manner set forth in the Articles of Incorporation and By-Laws of the Association, the assessments from time to time for the purpose of defraying, in whole or in part, the cost of reconstruction, repair, or replacement of the landscaping and signage on the common properties in the Subdivision, as well as any common amenity owned by the Association, including fixtures and appurtenances related thereto. The Board of Directors of the Association must approve any special assessments or change in annual assessments.
- B. It shall be the duty of the Association to notify all owners or contract purchasers of lots within the Subdivision, whose addresses shall be supplied by the owner or contract purchaser to the Association, by sending written notice to each of such owners within fifteen (15) days after the date on which the assessment has been fixed or levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each lot. Failure of the Association to levy an assessment due to lack of address for the owner of any particular lot within the Subdivision or for any other reason, shall not discharge the obligation or of any such owner from paying such assessment, and it shall be the obligation of any such owner to notify the Association of such owner's current address.
- C. Any general or special assessment levied as set forth in this Declaration shall become a lien on the affected real estate as soon as such assessment is due and payable as set forth above. In the event any owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Arkansas on the date when such assessment is due and shall continue to accrue at that rate, until it is paid in full. Forty-five (45) days after the date of any such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as in the case of a laborer's lien on the affected real estate, and notice of such lien may be filed with the Circuit Court of Benton County, Arkansas, and venue shall be laid in the Chancery Court of Benton County, Arkansas. It shall be the duty of the Board of Directors of the Association, as provided below to bring actions to enforce such liens before they expire. The payment of assessments with the Circuit Clerk of Benton County Arkansas, whenever such assessments are delinquent. For each certificate so filed, or for any lien so filed, the Association shall be entitled to collect from the property owner or owners of the property described in such certificate or lien a fee of \$50.00, and shall be collectible in the same manner as the original assessment provided for in this Declaration. Any such lien shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time period legal proceedings shall be instituted to collect such assessments, in which event, the lien shall continue therewith, the non-paying owner or owners shall be obligated to pay all cost incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment as provided above.
- D. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents of the Subdivision, and, in particular, for the improvement and maintenance of property, service, and facilities devoted to the above stated purpose and related to the use and enjoyment of the common properties and of the homes situated in the Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:
1. To enforce any and all building and land-use restrictions that exist as of the date of this Declaration or which may be lawfully imposed hereafter on or against any of the property in the Subdivision.
 2. To maintain the common property and amenities and improvements thereon as provided in this Declaration.
 3. To pay expenses to carry out the above, such as attorney's fees, manager's fees, expenses of liability, fire, and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this Declaration by the Association.
 4. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; to work for improved transportation, schools, libraries, and recreation facilities within the community in which the Subdivision is located, and to do all lawful things and tasks that the Association, in its discretion may deem to be in the best interest of the Subdivision and the owners of the lots in the Subdivision.

SECTION VI
MISCELLANEOUS AND GENERAL PROVISIONS

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- A. Each owner, by purchasing any lot in the Subdivision, shall automatically become a member of the Association and shall be bound by the terms and conditions of this Declaration, the Articles and By-Laws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such Articles and By-Laws. An owner of a lot, by contracting to sell his lot on an installment basis, shall be deemed to have transferred his membership to the contract purchaser upon execution of the contract for sale. When an owner sells his lot by traditional offer and acceptance providing for a closing of the sale to occur at which time the purchaser will pay the purchase price to the seller or deliver to the seller a promissory note for the purchase price in exchange for a conveyance by deed of the property, the transfer of membership shall be deemed to occur upon delivery of the deed. For purposes of this Declaration, the "owner" shall be deemed to include the purchase under an installment contract, regardless of whether a deed has been executed to be held in escrow or whether the deed will be executed and delivered upon payment in full of the installment payments. The Articles of Incorporation and By-Laws of the Association, as may be amended from time to time, are incorporated by this reference to the same effect as if set forth word for word herein. Multiple owners of a single lot, either as joint tenants, tenants in common, or tenants by the purposes of voting at meetings of the Association or on issues submitted to the members, cast one vote collectively for each lot owned.
- B. On transfer, conveyance, or sale by any owner of all or his or her or its interest in any Subdivision lot, such owner's membership in the Association shall thereon cease and terminate.
- C. Except as provided in this Declaration, the Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings, and shall have the right to prescribe the procedure to be followed concerning all such meetings and votes.
- D. The official address of the Association is to be provided to all members by the Board of Directors of the Association, and shall remain so until changed by a majority of the Board of Directors of the Association, at which time the Association shall notify each member thereof of the change in address.
- E. Each lot owner or contract purchaser, upon purchase of such lot or upon contracting for the purchase of such lot, shall immediately notify the Association of such owner's or purchaser's name and address. Failure to provide the Association with a name and proper mailing address shall constitute a waiver of any notice otherwise required hereunder.
- F. By written consent of a majority of the owners of all the lots within the Subdivision (one per lot), the Association may be given such additional powers and duties as may be deemed necessary and reasonable, and by such vote, this Declaration may be modified or amended in any manner.
- G. The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of all governmental authorities recognized in the City of Bentonville, County of Benton, State of Arkansas, and of the United States of America, and if, at any time, any of the provisions of this Declaration shall be found to be in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.
- H. Subject to the limitations set forth in this Declaration, Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration.
- I. This Declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this Declaration, by the owners of seventy-five percent (75%) of the properties subject hereto at any time it is proposed to terminate this Declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Circuit Clerk of Benton County, Arkansas.
- J. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding on and insure to the benefit of the owners of the properties described in Exhibit "A", their heirs, successors, shall be taken to hold, agree, and covenant with such owners, observe all of the terms and conditions contained in this Declaration.

**SECTION VII
ENFORCEMENT**

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- A. Any dispute between a property owner and the Association, including its ACC or Violation Committee, shall be resolved by a Committee of three (3) Arbiters, with one Arbiter to be designated by the property owner and one to be designated by the Association. The two (2) Arbiters so appointed shall agree on the selection of a third Arbiter, and if agreement cannot be reached within fifteen (15) days after their appointment, the two shall request appointment of a third Arbiter by the Chancery Court of Benton County, Arkansas, or its successor.
- B. The arbitration shall generally follow the procedure prescribed in Arkansas Code Annotated 16-1018-201, et seq., and the decision of the Committee of Arbiters, which shall be made in writing and signed by at least two Arbiters, shall be final and binding on all interested persons.
- C. In the event a party fails to comply with the decision of the Arbiters within the time period specified in the decision, any property owner or the Association may seek confirmation of the decision in a Court of competent jurisdiction in Benton County, Arkansas, as provided in the above-referenced Arkansas Code provisions.

Burckart Construction, Inc.

AllenCrest Subdivision

By: 

By: 

ACCEPTANCE

APPROVED AND RECOMMENDED FOR ACCEPTANCE BY THE CITY PLANNING
COMMISSION OF BENTONVILLE, ARKANSAS THIS 13 DAY OF Aug, 2002


CHAIRMAN


OWNER/DEVELOPER

EXHIBIT "A"

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Sue Hodges Circuit Clerk
Benton County, AR

PART OF THE NE ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 20, THENCE ALONG THE EAST LINE OF SAID SE ¼ OF THE SW ¼, NORTH 00°50'46" WEST 1322.31 FEET TO A SET RAILROAD SPIKE AT THE SE CORNER OF THE NE ¼ OF THE SW ¼, SAID POINT BEING NEAR THE INTERSECTION OF N.E. "J" STREET AND TIGER BOULEVARD; THENCE ALONG THE EAST LINE OF SAID NE ¼ OF THE SW ¼, NORTH 00°50'46" WEST 82.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A SET RAILROAD SPIKE AT THE INTERSECTION OF N.E. "J" STREET AND THE NORTH RIGHT-OF-WAY LINE OF TIGER BOULEVARD; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF TIGER BOULEVARD, SOUTH 86°50'50" WEST 26.92 FEET TO A SET 5/8" REBAR; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 37°50'20" WEST 40.21 FEET TO A SET 5/8" REBAR; THENCE SOUTH 86°07'40" WEST 373.81 FEET TO A SET 5/8" REBAR; THENCE NORTH 78°38'08" WEST 204.14 FEET TO A SET 5/8" REBAR; THENCE SOUTH 65°41'59" WEST 108.85 FEET TO A SET 5/8" REBAR; THENCE NORTH 82°43'34" WEST 505.30 FEET TO A SET 5/8" REBAR; THENCE NORTH 89°13'46" WEST 100.07 FEET TO A SET 5/8" REBAR; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID NE ¼ OF THE SW ¼, NORTH 00°41'54" WEST 1215.02 FEET TO THE NW CORNER OF SAID NE ¼ OF THE SW ¼, SAID POINT BEING A FOUND STONE; THENCE LEAVING SAID WEST LINE OF THE NE ¼ OF THE SW ¼ AND ALONG THE NORTH LINE OF SAID NE ¼ OF THE SW ¼, NORTH 89°00'15" EAST 1321.83 FEET TO THE NE CORNER OF SAID NE ¼ OF THE SW ¼, SAID POINT BEING A FOUND RAILROAD SPIKE; THENCE LEAVING SAID NORTH LINE OF THE NE ¼ OF THE SW ¼, AND ALONG THE EAST LINE OF SAID NE ¼ OF THE SW ¼, SOUTH 00°50'46" EAST 1240.31 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF SAID N.E. "J" STREET AND TIGER BOULEVARD, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR OF FACT.

LESS AND EXCEPT:

THAT PORTION OF THE NE ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING SET ASIDE TO BENTON COUNTY, ARKANSAS, FOR CEMETERY PURPOSES (ALSO KNOWN AS "POOR FARM CEMETERY") AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 20; THENCE ALONG THE WEST LINE OF SAID NE ¼ OF THE SW ¼, NORTH 00°41'54" WEST 360.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID CEMETERY; THENCE CONTINUING ALONG SAID WEST LINE OF THE NE ¼ OF THE SW ¼, NORTH 00°41'54" WEST 135.00 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°18'06" EAST 75.00 FEET; THENCE SOUTH 00°41'54" EAST 135.00 FEET; THENCE SOUTH 89°18'06" WEST 75.00 FEET TO THE TRUE POINT OF BEGINNING.

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REC Recording Fee 0.00
DFE Deed 41.00
Total Fees: \$ 41.00