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Washington County, AR
Kyle Sylvester Circuit Clerk

File **2022-00009537**

**DECLARATION OF COVENANTS OF SOUTHERN WOODS
SUBDIVISION CLUSTER HOUSING DEVELOPMENT,
FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS**

KNOW ALL BY THESE PRESENTS, **Total Site Development, LLC** (“Developer”), the owner of all of the lots in **Southern Woods Subdivision Cluster Housing Development**, a subdivision to the City of Fayetteville, Arkansas, by execution hereof, enters the following covenants and restrictions with respect to the subdivision (“Covenants”):

WHEREAS Developer is the owner of the following described real property situated in the NE ¼ of the NW ¼ of Section 19, Township 16 North, Range 30 West, Washington County, Arkansas, (“Property”) to-wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

WHEREAS Developer intends to develop the Property into residential single-family Lots (“Lots”) and common areas in multiple phases known as **Southern Woods Subdivision Cluster Housing Development** (“Subdivision” or “Southern Woods”); and

WHEREAS Developer has developed and platted the first phase of residential single-family Lots of **Southern Woods Subdivision Cluster Housing Development**, a subdivision of the City of Fayetteville, County of Washington, State of Arkansas as per Plat of said Subdivision filed of record on February 2, 2022, as document number 2022-00003788 of the records of Washington County, Arkansas and

WHEREAS Developer intends to develop additional portions of the Property in phases and plat additional portions of the Property into Lots and potential common areas, to be set forth in a plat and filed for record in Washington County, Arkansas as part and parcel of the Subdivision;

WHEREAS Developer desires that the entire Subdivision constitute a single-family 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 other common areas as may be identified; and

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

WHEREAS, Developer desires 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 Owners within the Subdivision, to ensure that all homes are constructed of quality materials and workmanship and are compatible with other homes in the Subdivision.

NOW THEREFORE, in consideration of the foregoing and for the purpose of enhancing and protecting the value and desirability thereof, Developer hereby declares and subjects all of the Property described above, now known as Southern Woods, to the covenants, charges, assessments, conditions, and restrictions set forth in this Declaration, all of which shall run with said Property and shall benefit and be binding upon all parties and all persons owning all or any part thereof, and their heirs, personal representatives, successors, and assigns. Any and all contracts, purchase agreements, or deeds affecting any of the Property or Lots therein shall be deemed to have these Covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all Covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these Covenants also benefit Developer and future Owners of the Property because of the interest of the Developer and such future owners in having the entire Property maintained in an attractive manner for the benefit of all Owners of any portion of the Property.

SECTION I CONCEPTS AND DEFINITIONS

The following words, when used in this Declaration or in any amended or supplementary declaration, unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

“Amended Declaration” shall mean and refer to each and every instrument recorded in the Records which amends, supplements, modifies, clarifies, or restates some or all of the terms and provisions of this Declaration.

“Association” shall mean and refer to the Southern Woods Homeowner’s Association.

“Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.

“Building Contractor” shall mean a general contractor, building contractor, construction manager, architect, or Owner, provided that such person meets the criteria established by the Association.

“Bylaws” shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of this Declaration and the Arkansas Non-Profit Corporation Act of 1993 or other applicable laws promulgated by the State of Arkansas.

“City” shall mean the City of Fayetteville, Washington County, Arkansas.

“Common Properties” shall mean and refer to any and all areas of land within the Subdivision which are known, described, or designated as green areas, common areas, the Streets, any controlled access areas and monitoring devices, street lighting and signs (and all elements thereof), detention ponds, entryways, monuments, perimeter fences and walls, off-site monuments and directional signs, landscape easements, and any greenbelt and the like, including, without limitation, those shown on any Plat, as well as those not shown on a Plat but which are intended

for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The "Common Properties" shall also include any and all public right-of-way lands for which the City has required that the Declarant and/or the Association expend private, non-reimbursable time and monies to care for and maintain, such as, but not limited to, Street medians or park areas.

"Declaration" shall mean and refer to this particular instrument entitled: "Declaration of Covenants of Southern Woods Subdivision Cluster Housing Development to the City of Fayetteville, Arkansas" together with any and all amendments or supplements hereto.

"Deed" shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or other legally recognized estate in a Lot.

"Director" shall mean and refer to any duly elected member of the Board.

"Dwelling Unit" shall mean and refer to any building or portion of a building situated upon any Residential Lot that is designed and intended for Residential Use.

"Lot" or "Lots" shall mean and refer to a Residential Lot or any other type of Lot reflected on any Plat or all of the Residential Lots.

"Owner" shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot.

"Plat" or "Plats" shall mean the plats filed of record in the office of the Circuit Clerk of Washington County, Arkansas, including the Plat filed of record February 2, 2022, as Document No 2022-00003788 and any subsequent plats of additional phases of the Subdivision.

"Records" shall mean the Public Real Estate Records as maintained in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, including the Map and Plat Records of Washington County, Arkansas.

"Residential Lot" shall mean and refer to each separately identifiable portion of the Subdivision which is (a) platted into individual Lots and becomes a part of the Subdivision pursuant to a Plat filed and recorded in the Records, (b) assessed by any one or more of the applicable governmental or other taxing authorities, (c) to be used solely for a Residential Use, and (d) not intended to constitute any portion of the Common Properties.

"Residential Use" shall mean and refer to any use and/or occupancy of any Residential Lot as a residence by a single person, a couple, a single family, or a permitted family size group of persons approved by the Board.

"Streets" shall mean the right-of-way of all private Streets, sidewalks, and other rights-of-way situation within and shown on the Plats, together with all pavement, curbs, Street lights, signs, and related facilities thereon.

“Subdivision” shall mean and refer to a subdivision or subdivisions of all or a portion of the Property, in accordance with a Plat or Plats thereof heretofore or hereafter filed of record in the Records, as well as any and all revisions, modifications, corrections, or clarifications thereto.

SECTION II BUILDING AND USE RESTRICTIONS

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 Dwelling Units or other buildings, improvements, or structures shall be erected, constructed, maintained or permitted on such Residential Lots, except on a “building site” as defined above.

C. No Dwelling Unit, structure, or improvement shall be permitted to be constructed or placed on any Lot, except a single-family residential Dwelling Unit. Any limitations in this Declaration to the contrary notwithstanding, until Dwelling Units 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. In the event of full or partial loss or destruction of any building within the Southern Woods Subdivision, said building shall be reconstructed pursuant to the building’s original design and building plan pursuant to the individual plans used to construct each building and the final Plat filed with the City.

D. 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, the Association, or any utility company is responsible.

E. EXTERIOR MECHANICAL DEVICES. Air conditioning units, heat pumps, solar devices, chimney flues, hot tub pumps, 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. The location of such devices and the shielding to be used shall all be reviewed and approved by the Association prior to such installation.

F. YARDS AND LANDSCAPING REQUIREMENTS. All structures, landscape plans, and additions must first be approved by the Association. No approval is necessary for the planting of flowers, shrubs, or trees, except where it may affect easements or drainage onto adjacent Lots. Tree requirements for the Subdivision will comply with Arkansas law and any applicable tree variance from the City. All newly constructed Dwelling Units must meet minimum landscape

requirements as set by the Association within six (6) months of completion of construction, provided that each Owner, within ninety (90) days of completion of a Dwelling Unit shall sod all front yards on 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 shall be completed, in addition to any further clean-up which may be necessary. All toys, newspapers, etc., must be 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.

G. **DRIVEWAYS, SIDEWALKS, AND STREETS.** The public street will be owned, maintained, and regulated by the City. Common parking areas and sidewalks will be constructed and maintained by the Association. Each Lot Owner is responsible for maintenance of a driveway located on the Lot. Approval from the Association is required prior to any modification to private drives, parking spaces, and sidewalks.

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

I. **ANTENNAS AND SIGNALS.** No exterior antenna, aerial wires, or other device (including, without limitation, radio or television transmitting or receiving antennae and satellite dishes) for the transmission or reception of any form of electromagnetic radiation shall be erected, installed, used or maintained on any Lot, unless the same is expressly approved and permitted by the Association and appropriately screened so as to not be visible from the front of any other Lot or any public Street. No radio signals, television signals, or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot. No satellite dish antenna shall be erected unless the same is approved by the Association and appropriately screened so as to not be visible from the front of any other Lot or any public Street.

J. **GENERAL MAINTENANCE.** Each Owner shall maintain and care for all improvements and all trees, foliage, plants, and lawns on his or her Lot and otherwise keep his or her Lot and all improvements thereon in a neat manner and prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, and otherwise keep his or her Lot in conformity with the general character and quality of properties in the immediate area. In addition, by acceptance of a Deed to any Lot, the Owner thereof covenants and agrees to keep and maintain said Lot in a neat and clean condition at all times.

K. **FENCING.** Any fence located on any Lot may not exceed 48 inches in height and must be approved by the Association 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. Any dog pens, must be properly screened as required by the Association, must be in the rear yard portion of a Lot, and kept so as not to be a nuisance or obnoxious to any adjoining Lot Owner.

L. **OIL AND MINING OPERATIONS.** No operations associated with the testing for, locating, or recovery of, and refining of, or processing of oil, gas, or mineral found upon or underneath the Subdivision shall be permitted or located within the Subdivision.

M. **STREETLIGHTS.** All streetlights shall be installed by the Developer and dedicated to the City of Fayetteville, Arkansas for public use and maintenance by the City.

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. Further, no leaching cesspool shall be constructed on any Lot. Any Lot Owner violating this paragraph shall be required to indemnify and hold harmless the Association for any expense it incurs in alleviating the noxious or offensive activity, annoyance, or nuisance.

B. **SIGHT DISTANCES AT INTERSECTIONS.** Walls, hedges, shrub plantings, trees, or other improvements constructed or made near or at the intersection of Streets within the Subdivision shall be located and constructed in compliance with the codes, regulations, and ordinances of the City of Fayetteville.

C. **PARKING.** No boats, trailers, RVs, campers, etc. shall be parked anywhere in the Subdivision at any time. Parking of passenger cars and trucks is only allowed in private driveways and the designated parking areas as shown on the Plat and shall not be parked on grass, landscapes, or sidewalks at any time. Covered parking will not be permitted.

D. **VEHICLES.** No vehicle repairs or maintenance is to be performed in the Subdivision. No inoperative or junk vehicles of any kind shall be left in the Subdivision.

E. **LOT AND GROUND MAINTENANCE.** No Lot or easement or any part of the Property shall be used or maintained as a dumping ground. Rubbish, leaves, grass, trash, garbage, and/or other wastes shall be kept in non-corrosive and non-breakable trash containers. All equipment for the storage and 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.

F. **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. All dogs must be properly contained, and any backyard fencing must meet Association specified acceptable fence requirements. Pet Owners shall be liable for all damages caused by their pets.

G. **TEMPORARY INHABITANTS.** The inhabiting of any structure or vehicle such as a boat, trailer, basement, tent, shack, garage, camper, mobile or manufactured home, or other outbuilding shall not be permitted on any Lot, whether temporarily or permanently.

H. **CLOTHING LINES.** No outdoor clotheslines shall be permitted.

I. **SIGNS AND POSTERS.** No signs or posters are allowed except as noted below:

a. A professionally made sign noting the property is for sale.

b. A professionally made construction sign noting the builder of the improvements, which sign shall be removed once the improvements are completed or occupied.

c. Political, garage sale, and commercial signs or posters are permitted only for the duration of their intended purpose.

d. Any Lot Owner may apply for a waiver of a sign or permission to place a sign on a Lot by submission of the sign design, intended duration, and purpose to the Association. Applications for a waiver shall be submitted prior to the placement of a non-permitted sign.

SECTION IV COMMON SPACE

A. There shall be created, as shown on the face of the Plat of the Subdivision and identified as "Common Properties," such common tracts as the Developer shall create for landscaping and signage and other purposes for the Subdivision. Such tracts shall be for the benefit of all Lots and properties in the Subdivision and any 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 Properties 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 Properties and landscaping and signage thereon shall be at the cost and expense of the Members of the Association (Lot Owners) within the Subdivision. All 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 the total number of Lots they own to the total number of Lots that have been created by the filing of the final Plat and any amendments thereto. Said costs shall be collected as assessments pursuant to the provisions hereof.

SECTION V REGULAR AND SPECIAL ASSESSMENTS FOR ASSOCIATION

A. By acceptance of the Deed or other instrument of conveyance for his or her Lot within the Subdivision, each Lot Owner, other than the Developer, 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 and hereby consents to the imposition of any liens provided herein in connection therewith without further notice. Once a Dwelling Unit is constructed on a Lot and the Developer sells the Lot, the Lot shall thenceforth be subject to regular annual assessments. The initial regular assessment for each Lot shall be an amount equal to \$35 per month, per Lot. Thereafter, such assessments shall be fixed, established, and collected from time to time as provided in this Declaration and by the Association. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the Lot affected and shall also be a personal obligation of the Owner of such Lot 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 Lot unless expressly assumed by such successors, however, all unpaid assessments shall remain a lien on the Lot until paid. On vote of the Board of Directors of the Association in the manner set forth in the Articles of Incorporation and Bylaws of the Association, the assessments may be used 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. The Board of Directors may increase or decrease the amount of the annual assessments and special assessments without the necessity of filing an amendment to this document.

B. All Lot Owners are on notice of the assessments owed to the Association. To the extent practical, the Association will notify Owners of Lots within the Subdivision, whose addresses shall be supplied by the Owner to the Association, by sending written notice to such Owners, 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 send notice of an assessment due to lack of address for the Owner or for any other reason, shall not discharge the obligation of such Owner from paying such assessment. It shall be the obligation of the 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 Lot or property 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 such is paid in full. Forty-five 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 Clerk and Ex-Officio Recorder of Washington County, Arkansas, and venue shall be laid in the appropriate court of competent jurisdiction in Washington County, Arkansas. The lien shall continue in full force and effect for the maximum number of years allowed by law. In addition, the Owner shall be obligated to pay all costs the Association incurs in preparation, filing, or enforcing the lien, 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 provided above.

D. The assessments levied by the Association shall be exclusively used 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 the property, services, and facilities devoted to the above-stated purpose and related to the use and enjoyment of the Common Properties and of the Dwelling Units situated in the Subdivision.

E. The Developer is not required to pay any assessments on any Lots owned by Developer.

SECTION VI VIOLATIONS AND ENFORCEMENT

A. If the Board of Directors of the Association (“Board”) becomes aware of a violation, it shall provide written notice to the Lot Owner by U.S. mail or hand-delivery to the Lot. Such notice shall indicate the nature of the violation. All violations must be cured within ten (10) days of the date of service of the notice, or such other time as the Board of Directors and the Lot Owner may agree if the violation cannot be cured within 10 days. If the Lot Owner fails to cure the violation within the allocated time, the Board may levy a fine against the Owner which shall be the personal liability of the Owner as well as a lien on the Lot. In the event the Lot Owner fails or refuses to cure the violation, the Board may, in its sole discretion, elect to cure the violation. All costs incurred by the Board in curing any violations shall be assessed to the Lot Owner and will be both the personal liability of the Lot Owner as well as a lien on the Lot.

B. With the exception that liens for annual assessments and special assessments and enforcement and collection of such liens, any disputes between an Owner and the Association concerning the Owner’s violation of these Covenants shall be resolved by binding arbitration. If the Owner and the Association cannot agree on an arbitrator, then Owner and the Association shall each designate an arbitrator and the two selected arbitrators shall select a third arbitrator. The arbitration shall occur in Fayetteville, Washington County, Arkansas unless both parties agree otherwise.

C. The arbitration shall generally follow the procedure prescribed in the Arkansas Code Annotated § 16-1018-201, et seq., and the decision of the committee of arbitrators, which shall be made in writing and signed by at least two arbitrators, shall be final and binding on all interested persons. The prevailing party shall be entitled to recover its attorney’s fees and costs incurred in the arbitration, including expert witness fees.

D. In the event a party fails to comply with the decision of the arbitrators within the time period specified in the decision, any Owner or the Association may seek confirmation of the decision in a Court of competent jurisdiction in Washington County, Arkansas, as provided in the above-referenced Arkansas Code Provisions.

SECTION VII DURATION AND AMENDMENT

A. DURATION. The Covenants of this Declaration shall run with and bind the Property subject to this Declaration, and shall be binding on and inure to the benefit of and be enforceable

by the Association and/or the Owners and Residents of any Lot or any of the Property subject to this Declaration, their respective legal representatives, heirs, devisees, personal representatives, successors, and assigns, for an original thirty (30) year term expiring on the thirtieth (30th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of five (5) years unless an instrument is signed by the Owners of at least seventy-five (75%) of all Lots within this Subdivision and recorded in the Records, which contains and sets forth an agreement to abolish these Covenants.

B. **AMENDMENT OR MODIFICATION.** Developer may at its sole discretion and without notice or consent being required of anyone: (i) modify, amend, or repeal any one or more of these Covenants or the provisions of this Declaration at any time prior to the completion of the development of all phases of the Subdivision and so long as Developer owns ten or more Lots, and (ii) amend these Covenants or the provisions of this Declaration to cause these Covenants and restrictions to be in compliance with any and all applicable laws, rules, and regulations (including without limitation any and all applicable laws, rules, and regulations of the Federal Housing Administration and/or the Veterans Administration). These Covenants may also be altered, amended, or modified by written declaration, signed and acknowledged by the Owners of 75% or more of the Lots and recorded in the Records. Notwithstanding the above, no alteration or modification of the Covenants or the provisions of this Declaration may be made while the Developer owns any Lots without the express written consent of Developer. All modifications, alterations, and amendments to these Covenants must be in writing and filed of record with the Circuit Clerk of Washington County, Arkansas.

SECTION VIII MISCELLANEOUS PROVISIONS

A. **WAIVER.** Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing and no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

B. **PROVISIONS SEVERABLE.** It is expressly agreed and understood that if any covenant, condition, or restriction contained herein, or any portion thereof, is declared to be invalid by a court or competent jurisdiction, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction and the same shall be construed as if such invalid provision or provisions had never been contained herein.

C. **CONSTRUCTION.** The captions, headings, and arrangements used herein are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the singular form of pronouns shall be construed to include the plural, and the plural the singular where the number of the parties and the context indicates that intent. Likewise, the use of the masculine gender shall include the feminine.

SECTION IX
GOVERNING LAW

This Declaration and the Covenants, terms, and provisions hereof shall be construed in accordance with and governed by the laws of the State of Arkansas in the same manner as any other similar instruments or agreements that are made and to be performed wholly within such jurisdiction, without regards to the conflicts of laws provisions thereof. The courts of the State of Arkansas for Washington County and the federal courts for the Western District of Arkansas shall have jurisdiction over any and all disputes which arise between the parties under this Declaration, whether in law or in equity, and each of the parties hereto, and the Owners and the Residents of the Subdivision shall submit and hereby consents to such courts' exercise of jurisdiction.

Developer:

TOTAL SITE DEVELOPMENT, LLC

By:


Jay Larson, Member Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF WASHINGTON)

On this 22 day of March, 2022, before me, a Notary Public, duly commissioned, qualified, and acting in and for said County and State, personally appeared the Jay Larson, to me personally well-known or satisfactorily proven to be such persons, who acknowledge that he did sign the foregoing instrument in his official capacity as Member and Manager of Total Site Development, LLC and further stated and acknowledged that he had so signed, executed, and delivered said instrument for the consideration, uses, and purposes therein mentioned and set forth.

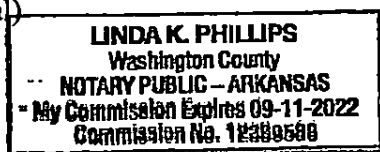
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of March, 2022.


Signature of Notary Public

My Commission Expires:

9-11-2022

(Seal)



**EXHIBIT A
LEGAL DESCRIPTION**

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS S00°01'25"E 210.37' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S00°00'26"W 599.08', THENCE S89°59'18"W 69.50', THENCE S00°00'42"E 21.98', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 85.92' FOR A CHORD BEARING AND DISTANCE OF S17°53'58"E 52.78', THENCE S35°45'17"E 23.60', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22.02' FOR A CHORD BEARING AND DISTANCE OF S52°04'57"E 12.38', THENCE S53°01'19"W 38.21', THENCE S57°16'27"W 23.17', THENCE N06°25'18"E 30.07' TO AN EXISTING REBAR, THENCE N26°50'46"W 71.56' TO AN EXISTING REBAR, THENCE S74°03'53"W 36.89' TO AN EXISTING REBAR, THENCE S07°55'43"E 10.25' TO AN EXISTING REBAR, THENCE S74°03'53"W 163.20' TO AN EXISTING REBAR, THENCE N00°11'12"W 705.35' TO AN EXISTING REBAR, THENCE S89°55'09"E 302.05' TO THE POINT OF BEGINNING, CONTAINING 4.59 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN WEST OLD FARMINGTON ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD