

- **The next City Council Committee Meeting will be held on Monday, May 5th, 2025.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, April 22nd, 2025**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Jeff Watson

1. Call to Order – Mayor Doug Sprouse

2. Roll Call – Anna McKinney

3. Recognition of a Quorum.

4. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.

5. Approval of Minutes – **Tuesday, April 8th, 2025. Pgs. 253-257**

6. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 7A-H* (*Motion must be approved by two-thirds (2/3) of the council members*)

7. Planning Commission Report and Recommendation by Sharon Tromburg, Director of Planning and Community Development

- A. **An Ordinance** amending Ordinance No. 3307, the same being the zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-02) certain lands located south of E. Robinson Avenue and north of E. Don Tyson Parkway from a Planned Unit Development (PUD) to a Revised Planned Unit Development (PUD) within Springdale, Arkansas, and declaring an emergency. Pgs. 1-27
- B. **An Ordinance** amending Ordinance No. 3307, the same being the zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-15) certain lands located at the northeast corner of AR HWY 112 & W. Wagon Wheel Road from an Agricultural District (A-1) to a Planned Unit Development (PUD) within Springdale, Arkansas, and declaring an emergency. Pgs. 28-169
- C. **An Ordinance** amending Ordinance No. 3307, the same being the zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-19) certain lands located at 1303 Kendrick Avenue from a Low/Medium Density Single Family Residential District (SF-2) to a General Commercial District (C-2) within Springdale, Arkansas, and declaring an emergency. Pgs. 170-173
- D. **An Ordinance** amending Ordinance No. 3307, the same being the zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-20) certain lands located at 2291 Wagon Wheel Road from an Agricultural District (A-1) to a General Commercial District (C-2) within Springdale, Arkansas, and declaring an emergency. Pgs. 174-178
- E. **An Ordinance** amending Ordinance No. 3307, the same being the zoning ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-21) certain lands located at 4900 S. Thompson Street from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and declaring an emergency. Pgs. 179-183
- F. **An Ordinance** amending Ordinance No. 3307, the same being the zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-22) certain lands located at 4100 Wagon Wheel Road from an Agricultural District (A-1) to a

Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and declaring an emergency. Pgs. 184-188

G. An Ordinance amending Ordinance No. 3307, the same being the zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-23) certain lands located west of Chief Truman Brewer Street and south of W. Apple Blossom Avenue from a General Commercial (C-2) to a Warehouse District (W-1) within Springdale, Arkansas, and declaring an emergency. Pgs. 189-194

H. An Ordinance amending Ordinance No. 3307, the same being the zoning Ordinance of the city of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-24) certain lands located at 4557 Seaton Drive from Agricultural District (A-1) to a General Commercial District (C-2) within Springdale, Arkansas, and declaring an emergency. Pgs. 195-199

I. A Resolution approving a waiver (W25-03) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Chemstation, Expansion in connection with L25-02, a large-scale development. Pgs. 200-202

J. A Resolution approving a waiver (W25-10) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in ordinance no. 3725 to Our Lady of Sorrows Catholic Church, Expansion in connection with L25-08, a large-scale development. Pgs. 203-205

K. A Resolution approving a waiver (W25-15) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in ordinance no. 3725 to UAMS Orthopedic & Sports Medicine Center in connection with L25-10, a large-scale development. Pgs. 206-208

L. An Appeal of the Planning Commission's denial of a variance request (B25-20) from the paving requirement in a Thoroughfare Commercial District (C-5) at 4100 Wagon Wheel Road. Pgs. 209-220

8. **A Resolution** approving a waiver (W25-05) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in

Ordinance No. 3725 To HKH Residence Trust In connection with LS24-24, an informal plat (Tabled from 2/25 & 3/25 meeting). Pgs. 221-223

9. **An Appeal** of the Planning Commission's denial of a Variance request (B25-02) for HKH Residence Trust at 8781 W. Miller Rd for dedication of Right of Way (Tabled from 2/25 & 3/25 meeting). Pgs. 224-240

10. Finance Committee by Chairman Jeff Watson –**Items A-C forwarded from Committee with recommendation for approval.**

A. A Resolution authorizing the purchase of a new ice cream machine for the Springdale Senior Center. Presented by Lori Proud, Senior Center Director. Pgs. 241-245

B. A Resolution expressing the willingness of the city of Springdale, Arkansas to utilize Federal-Aid Transportation Alternatives Program or Recreational Trails Program Funds (Pride of Springdale). Presented by Ben Peters, Engineering Director. Pgs. 246-248

C. A Resolution expressing the willingness of the city of Springdale, Arkansas to utilize Federal-Aid Transportation Alternatives Program or Recreational Trails Program Funds (Thunderchicken). Presented by Ben Peters, Engineering Director. Pgs. 249-251

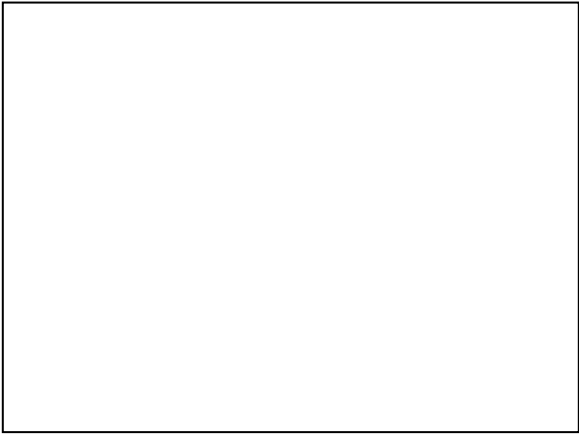
D. A Resolution authorizing payment of an invoice (2023 Bond Project No. 23BSC1). Presented by Colby Fulfer, Chief of Staff. Pg. 252

11. Comments from Council Members.

12. Comments from City Attorney.

13. Comments from Mayor

14. Adjournment.



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-02) CERTAIN LANDS LOCATED SOUTH OF E. ROBINSON AVENUE AND NORTH OF E. DON TYSON PARKWAY FROM A PLANNED UNIT DEVELOPMENT (PUD) TO A REVISED PLANNED UNIT DEVELOPMENT (PUD) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of April 1st, 2025 for hearing the matter of a petition of NWA LD, LLC requesting that the following described tract of real estate be rezoned from Planned Unit Development (PUD) to a Revised Planned Unit Development (PUD).

Layman’s Description: South of E. Robinson Avenue and north of E. Don Tyson Parkway.

Legal Description:

THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) AND PART OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) AND PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST (NE ¼) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST QUARTER (SE ¼) CORNER OF SAID SECTION NINE (9), SAID POINT BEING A FOUND 4 INCH ALUMINIUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE ¼ OF THE SE ¼ N86°53’53”W A DISTANCE

1309.56 FEET TO THE SOUTHWEST CORNER OF SAID SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND ALONG THE WEST LINE OF SAID NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, N02°20'41"E A DISTANCE OF 2637.93 FEET TO THE NORTHWEST CORNER OF SAID NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$, N02°41'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP "PLS 1156", THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S76°33'30"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 826.92 FEET TO THE NORTH LINE OF SAID NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ FROM WHICH A FOUND 5/8 INCH REBAR BEARS N62°44'11"E A DISTANCE OF 0.48 FEET; THENCE ALONG SAID NORTH LINE, S86°51'41"E A DISTANCE 817.08 FEET TO A FOUND IRON PIN WITH CAP "AMA AR COA 126"; THENCE LEAVING SAID NORTH LINE, S02°19'24"W A DISTANCE OF 193.63 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°51'54"E A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, S02°19'24"W A DISTANCE OF 2443.48 FEET TO THE POINT OF BEGINNING, CONTAINING 83.40 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-02) from Planned Unit Development (PUD) to a Revised Planned Unit Development (PUD) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be, and the same is amended by rezoning the above-described tract of real estate as follows:

From a Planned Unit Development (PUD) to a Revised Planned Unit Development (PUD) zone.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists, and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

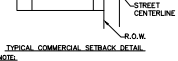
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

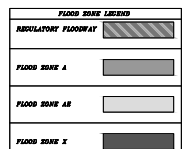
APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



- [illegible]

GRAPHIC REPRESENTATION



REVISED OVERALL SITE PLAN
COTTAGES AT CLEAR CREEK
SPRINGDALE, ARKANSAS

[illegible]

**Revised Development Plan for
COTTAGES AT CLEAR CREEK
Planned Unit Development
February 13, 2025**

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

NOTE: This document is a revision to the development plan originally approved by the City of Springdale in 2020 and recorded in the records of the Washington County Circuit Clerk as File #2020-41613.

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 83.4 acres included in the project, all of which are within the municipal limits of Springdale. The Land Use Plan Map shows three future land uses for this property. Approximately 3.4 acres at the north end of the project near Highway 412 is within the area designated Commercial. Approximately 38.5 acres in the middle of the project is within the Medium Density Residential area. The remaining 41.5 acres at the south end of the project is designated Low Density Residential.

2. Ownership: Phase I and 2 of the project has been completed, and the final plats were recorded at Book 24A, Page 507 and Book 24A, Page 586, respectively. The majority of buildable lots in Phase I have since been sold to individual homeowners, and Phase 2 lots are now under construction. The remaining phases of the project (phases 3-4) are owned by NWA LD, LLC, which is the developer and the applicant for the PUD. A Commissioner's Deed establishing ownership is included in the rezoning application materials.

3. Project size: The property includes approximately 83.4 acres, well in excess of the ten acre minimum required by city code.

4. Staging: The 83.4 acres is the entirety of the project. The developer does not anticipate bringing any additional/other properties into the PUD.

Project includes four phases. Phase I and Phase 2 of the project have been completed, and the final plats were recorded in August of 2023 at Book 24A, Page 507 and Book 24A, Page 586, respectively. Phase I construction included the pedestrian courtyard amenity. The playground was constructed and installed in Phase 2. Each phase includes neighborhood green space.

Developer intends to complete an additional phase of the project each following year until all phases are complete.

APPLICATION REVIEW PROCEDURES

1. Two Phases:
 - a. A preapplication conference with planning and community development staff. – As part of the original PUD zoning process, an initial pre-application conference with planning department was held on July 22, 2020 and a second pre-application conference was held on August 12, 2020. Additional meetings with planning staff were conducted in 2024 prior to submitting the revised development plan.
 - b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by the Planning Commission and City Council.
 - c. Final development plan approved as a whole or in phases by the Planning Commission and City Council following its review for conformity with the preliminary development plan.
 - d. The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit. The previously approved development plan has been recorded.
5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.
6. Size: Approximately 83.4 acre tract – legal description as follows:

SURVEY DESCRIPTION:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 9, SAID POINT BEING A FOUND 4 INCH ALUMINUM MONUMENT; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE 1/4, N86°53'53"W A DISTANCE OF 1309.56 FEET TO THE SOUTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4 AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4, N02°20'41"E A DISTANCE OF 2637.93 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4, N02°41'28"E A DISTANCE OF 874.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 412 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S76°33'30"E A DISTANCE OF 265.12 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S02°16'25"W A DISTANCE OF 826.92 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SE 1/4

FROM WHICH A FOUND 5/8 INCH REBAR BEARS N62°44'11"E A DISTANCE OF 0.48 FEET; THENCE ALONG SAID NORTH LINE, S86°51'41"E A DISTANCE OF 817.08 FEET TO A FOUND IRON PIN WITH CAP "AMA AR COA 126"; THENCE LEAVING SAID NORTH LINE, S02°19'24"W A DISTANCE OF 193.63 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°51'54"E A DISTANCE OF 225.00 FEET TO THE EAST LINE OF SAID NE 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4, S02°19'24"W A DISTANCE OF 2443.48 FEET TO THE **POINT OF BEGINNING**, CONTAINING 83.40 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

7. Project Name: Cottages at Clear Creek Planned Unit Development

8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, monument sign concept, landscaping, and sample home elevations.

1. Development Strategy – Intent is to develop an approximately 83.4 acre site as a PUD with single-family homes on 327 residential lots and one commercial lot along Highway 412 at the north end. Developer intends to build and sell homes on the lots and/or sell lots. The project includes three general types of residential lots:

- a) Front Load Lots: These lots are similar to conventional subdivision lots with a front load garage accessing a public street in front of the home and a private back yard behind the house. Typical lot size is 50' wide by 110'-120' deep.
- b) Rear Load Lots: These houses have rear load garages accessing alleys behind the houses. Houses face a public street or pedestrian courtyard in front of the home. Typical lot size is 50' wide by 105'-115' deep.
- c) Collaborative Lots: These are similar to Rear Load Lots with a rear load garage accessing an alley behind the home and a public street in front of the house. However, each Collaborative Lot also has a back yard area on the opposite side of the alley from the house. Typical lot size is 50' wide by 200' deep. Six collaborative lots are included in Phase 2 of the subdivision, located just south of the commercial lot.

The PUD includes also includes a 1.5 acre commercial lot at the north end of the project to provide services to the residents of Cottages at Clear Creek and the surrounding area. The developer intends to reserve this lot for future development. Development of this lot will be subject to City review and approval of project as a non-Large Scale Development and subject to Commercial Design Standards.

2. Permitted Uses in Cottages at Clear Creek PUD: With the exception of the single commercial lot, the entire development will be single family residential in nature. No multi-family residential or industrial uses are proposed or allowed for this development. Commercial uses shall only be allowed on the single Commercial lot.

For all areas except the Commercial lot, specific Use Units allowed are:

Use Unit 1 – Citywide Public Uses by Right
~~Use Unit 4 – Cultural, Recreational, and Health Facilities~~
Use Unit 8 – Single Family Dwellings
Use Unit 34 – Model Home/Temporary Marketing Office

For the Commercial Lot, Specific Uses Allowed are:

Use Unit 1 – Citywide Public Uses by Right
Use Unit 4 – Cultural, Recreational, and Health Facilities
Use Unit 16 – Offices, Studios, and Related Services
Use Unit 17A, Use Unit 17B – Eating Places
Use Unit 19 – Neighborhood Shopping Goods
Use Unit 20 – Shopping Goods
Use Unit 45 – Health Care Clinic

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

Density – 327 single family lots on 84.3 acres = 3.9 units/acre and 11,230 s.f./lot

Green Space – 18.5 Acres / 84.3 Acres = 21.9% (15.0% Minimum Required)

Lot size - Front Load Residential: 50' Wide x 110'-120' Deep Typical
Rear Load Residential: 50' Wide x 105'-115' Deep Typical
Collaborative Residential: 50' Wide x 200' Deep Typical
Commercial: Approx. 1.5 Acres

B) Building Setbacks

Front Load Residential Building Setbacks:

Front – 25 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 20 Feet

Rear Load Residential Building Setbacks:

Front – 15 Feet
Interior Side – 5 Feet
Exterior Side (Along Street ROW-Corner Lots) – 10 Feet
Rear – 25 Feet

Collaborative Residential Building Setbacks:

Front – 15 Feet

Interior Side – 5 Feet

Exterior Side (Along Street ROW-Corner Lots) – 10 Feet

Rear – 25 Feet from Alley ROW

Commercial Building Setbacks:

All Sides – 20 Feet

PLANNED UNIT DEVELOPMENT CONCEPT AND NARRATIVE

NWA LD, LLC, the Developer of the Cottages at Clear Creek project, proposes a Planned Unit Development (PUD) with 327 residential lots and one commercial lot located on approximately 83.4 acres in east Springdale. The property includes Washington County Parcels 815-36190-400, 815-36190-100, 815-36190-300, 815-36190-200, 815-36190-500, 815-36190-600, 815-36190-700, 815-36190-800, and 815-36190-900, as well as the lots already platted as Phase I and Phase 2 of the Cottages at Clear Creek.. The project is situated between East Robinson Avenue (U.S. Highway 412) at the north end and Don Tyson Parkway at the south end. This property is designated for commercial, medium density residential, and low density residential use on the City's Land Use Plan.

The intent of the development is to provide a unique mixture of single family residential lot types with creative green space areas that provide opportunities for recreation while preserving natural features. The project will provide homes within walking distance of C.L. "Charlie" and Willie George Park and Walter Turnbow Elementary. One unique feature of this project is an area of rear load homes in Phases 1 and 4 near Don Tyson Parkway which face a pedestrian courtyard rather than a street.

The project is being proposed as a Planned Unit Development to provide a mix of housing options not widely available in this area and not achievable within the City's standard residential zoning districts due to the shape and size of the of the proposed lots, and the site is constrained by a stream and existing overhead power lines which cross the property. The PUD includes a mix of front load, rear load, and collaborative single family homes on fifty-foot wide lots. Proposed building setbacks within the PUD are not typical of standard residential zoning districts in the City. The proposed setbacks will allow houses to be built on fifty foot wide lots in the PUD that are comparable in size and appearance to houses typically found in on significantly wider lots in conventional subdivisions. In addition, reduced front building setbacks allow the homes to be pulled forward toward the street which visually differentiates these areas from other developments and creates a more inviting streetscape. Net residential project density (4.1 units/acre) is comparable to conventional residential developments in Springdale and is not the primary factor for proposing the PUD. Instead, the smaller lot width and setbacks will allow the developer to achieve this same density while also preserving more than 20% of the natural green space and creating a development which stands out in many respects from typical offerings.

As noted above, proposed building setbacks differ from typical single family residential district requirements within the City. For rear load and collaborative lots, the front setback is proposed to be fifteen feet, which will allow sufficient room between the home and street for a sidewalk, intimate front yard, landscaping, and an easement for water or sewer infrastructure as shown on the plat. For front load lots, the front setback is proposed to be twenty-five feet, ensuring sufficient driveway between garage and street to avoid cars blocking the sidewalk.

Proposed side setbacks are five feet wide for all residential lots. This will ensure eaves of adjacent homes are separated by at least ten feet to comply with fire code separation requirements without sprinkling or construction of fire-rated walls/eaves. Where alleys or streets run along the side of a lot, the exterior side setback along the street right-of-way will be ten feet. Rear setbacks are proposed to be twenty feet for front load residential lots. This will ensure all

lots have a useable back yard area and provides room for any necessary utilities. For rear load and collaborative lots, rear setbacks are proposed to be twenty-five feet to provide sufficient driveway between the rear load garage and the alleyway to avoid cars blocking the alley. This also ensures each lot has a substantial amount of green space included at the rear of the lot to avoid creating a dense urban or multi-family feel to the development.

For the commercial lot, building setbacks shall be 20' on all sides.

Typical lot widths for all residential lots is 50'. Front load lots are typically 110' to 120' deep, Rear load lots are typically 105' to 115' deep, and the collaborative lots are typically 200 feet deep. The commercial lot is 1.5 acres in size.

Each home is required to have an attached garage with capacity for at least two vehicles. Garages are prohibited from being converted to living space. The covenants provide requirements for any accessory structures to be placed on the lots.

Driveways for all homes shall be at least 18 feet wide to ensure two cars can park side by side on the driveway. This, combined with the two-car attached garage, will provide off-street parking for at least 4 cars at each home without blocking the sidewalk.

Primary use of the development is single family residential with one commercial lot at the north end. There are no duplex, triplex, or multi-family use units allowed in the development. The following specific use units will be allowed in the residential portion of the development:

Use Unit 1 – Citywide Public Uses by Right

Use Unit 4 – Cultural, Recreational, and Health Facilities

Use Unit 8 – Single Family Dwellings

Use Unit 34 – Model Home/Temporary Marketing Office

For the commercial lot, the following specific use units are allowed:

Use Unit 1 – Citywide Public Uses by Right

Use Unit 4 – Cultural, Recreational, and Health Facilities

Use Unit 16 – Offices, Studios, and Related Services

Use Unit 17A, Use Unit 17B – Eating Places

Use Unit 19 – Neighborhood Shopping Goods

Use Unit 20 – Shopping Goods

Use Unit 45 – Health Care Clinic

Covenants specify exterior building material requirements, all of which will be required to be high quality, upscale materials. The first floor (up to the second floor plate) of each home will be 100% brick, stone, or manufactured stone with no siding. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Vinyl siding shall be allowed for eaves, soffits, accents, or other similar applications.

Developer intends to build and sell the homes or sell lots to individuals or home builders. Plans and elevations of several sample homes similar in appearance/materials to the types of homes

developer will build in this subdivision are enclosed with this development plan. To facilitate marketing and selling homes, developer will operate a temporary sales office and up to four model homes at a time in the development. No model home may be operated for more than three years.

The attached covenants include various provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These include, but are not limited to, specifying the location, materials, and minimum/maximum heights for fences, requiring trash containers will be required to be stored out of sight, and that all yards are to be maintained in an orderly manner.

The residents of the PUD will have access to a wide array of amenities. The development will have sidewalks throughout the subdivision along streets and through the pedestrian courtyards for connectivity within the PUD and connectivity to areas outside the subdivision. These sidewalks will allow pedestrians to access the neighborhood green space and the playground within the subdivision and also access C.L. "Charlie" and Willie George Park and Walter Turnbow Elementary School which are both located within easy walking distance of the subdivision.

The subdivision will include two pedestrian courtyards. These are neighborhood green space areas located in front of a group of rear load houses. These courtyards are substituted for the streets which would typically be built in this location and provide a completely unique look and feel for these homes not available elsewhere in Springdale. The developer recognizes that the courtyard constructed in Phase 1 is too steep and does not function as envisioned. The east to west slope works well, but the south to north slope creates a "V" in the courtyard, which reduces functionality. This outcome is due to the lots on the south side of the courtyard being 5-10 feet higher than the lots on the north side. As a result of this previous outcome, the developer is requesting an amendment to redesign a portion of Phase 4 along the future courtyard. A side-by-side snapshot of the two grading plans (Including the Phase 1 grading plan) is provided on Page 15 and 16 and clearly shows the improvement in the grading transition across the courtyard from south to north. The original plan attempted to maximize the lot count, but that required the grading transition to the neighbor's property to occur on the lots. By eliminating four lots and shifting the alley to the west, most of the grading transition can occur on the east side of the alley, providing a much flatter transition in the courtyard. In this revised version, the elevation change from the lots on the south side of the courtyard to the lots on the north side is 2-4 feet.

More than 20% of the development is reserved as neighborhood green space, 30% more than required by district regulations. Much of this green space is located across the middle of the subdivision where it is easily accessible to all residents.

The developer has completed installing Low Impact Design features in the Phase 1 greenspace, which includes two bioretention facilities (rain gardens). The developer has also completed installing filter strips in Phase 2 and another bioretention facility (rain garden) adjacent to the park that will treat stormwater before it enters the creek. A fourth bioretention facility will be installed on the east side of the courtyard with the construction of Phase 4. will install several types of Low Impact Development features within the common open space areas. These may

~~include bioretention basins, raingardens, native plantings, and pervious pedestrian paths.~~ These practices will help to improve infiltration, create natural amenities, improve water quality, and convey stormwater in an appealing way through neighborhood open space. These LID practices will be implemented in open space where residents can engage with them and where they can improve the overall appearance of the neighborhood.

Developer **has installed** ~~will install~~ a playground with seating areas in the large green space area located at the northeast corner of the subdivision. The play structure and seating **is** ~~will be~~ located in Phase 2, ~~but will be installed as part of Phase 3. An image of a play structure similar in size and type to the proposed equipment for Cottages at Clear Creek is attached.~~

Home builder will install one tree per lot during house construction. Installation of the tree is a requirement prior to issuance of Certificate of Occupancy. Developer will install trees and landscaping in common areas and in curb islands where on-street parking is provided as shown on landscape plans. Builder or developer shall provide a standard one year warranty for each tree. All trees installed by developer and/or home builder shall be one of the following species:

- Alle Elm (*Ulmus americana*)
- Northern Red Oak (*Quercus rubra*)
- Shumard Oak (*Quercus shumardii*)
- Littleleaf Linden (*Tilia cordata*)
- Chinese Pistache (*Pistachia chinensis*)

The primary streets along the front of the houses are proposed to be constructed within at a minimum with 46 foot wide rights-of-way and will be 24 feet wide measured from back of curb to back of curb. Several interior streets have larger, 50.5' wide rights-of-way to accommodate on-street parking. Rear alleys will generally be 16 feet wide with no curb and gutter within 16 foot wide rights-of-way. Rear alleys for homes that face pedestrian courtyards will be larger, measuring 20 feet wide with no curb and gutter within 20 foot wide rights-of-way.

Developer will dedicate fifty feet of right-of-way along the south edge of the subdivision for Don Tyson Parkway and construct street improvements for the north half of Don Tyson Parkway.

No additional right-of-way dedication or street improvements for Highway 412 are proposed or necessary.

Phase I is located at the south end of the subdivision and includes two access points off of Don Tyson Parkway. Phase 2 includes the north end of the subdivision, and one access point off of East Robinson Avenue (U.S. Highway 412), **providing a continuous route from East Robinson Avenue to Don Tyson Parkway.** ~~Once Phase 2 is constructed, the streets in the subdivision will connect East Robinson Avenue with Don Tyson Parkway.~~

The frontage streets will include sidewalks along both sides of the road, to be constructed by the home builder during construction of the home. Developer will construct the sidewalk along the portions of these roads though green space areas and through pedestrian courtyards. Rear alleys will not have sidewalks.

No parking will be allowed along the alleys at any time. Upon approval by City staff, "no parking" signs will be installed along each alleyway. Additionally, the covenants have been amended to give the property owners association the right to have vehicles removed that are parked illegally in an alley or otherwise parked illegally. Covenant language has been provided to staff for review and approval and an amendment to the covenants has been filed (File# 2025-00002030). Overnight parking is prohibited on all streets within the development, with the exception of designated parking areas and for special events or holidays. All streets, including alleys, have been dedicated to the City as public streets within dedicated rights-of-way.

Towing: The Property Owners Association will have an agreement in place with a towing company approved by the city to provide towing services for any illegally parked vehicles. A towing agreement exhibit has been provided to city staff and will serve as a standard template by the POA if the towing contractor changes in the future. The POA will update the city if the towing contractor changes. The towing company began monitoring the subdivision and responding to calls from the POA for vehicle removal on February 1, 2025. The towing company has provided the POA/Management Company with impound sheets, which are signed by the POA/Management Company prior to a tow, and grants the towing company permission to tow the vehicle. Photos of the illegally parked vehicle(s) are taken and all vehicle information is recorded. Any towing agreement will include an impound rate of \$_____ plus tax. As well as instructions for recovering the vehicle. Recoveries are available for release to the owner during the following days _____ and times _____ by calling 479-_____.

Two monument signs are proposed for the subdivision. One sign is already installed at the northwest corner of Don Tyson Parkway and Telluride Street. The other will be located along the entrance street near the south end of the commercial lot. Signs will be constructed of stone or brick. An image of a sign of similar size and type to the proposed signs is attached.

Separate signs are proposed for the commercial lot at the time of development. The signs shall be in conformance with Chapter 98, Signs, for the General Commercial (C-2) zoning district. This shall include either a monument sign or free-standing sign subject to setbacks, height and size restrictions, as well as applicable wall signs for each tenant(s). It is unknown at this time if the building will be a single-tenant or multi-tenant building. An image of a sign of similar size and type to the proposed signs are attached.

The gross acreage is 83.4 acres, including 1.5 acres of right-of-way to be dedicated for Don Tyson Parkway (a portion of the Don Tyson Parkway right-of-way has already been dedicated via the recorded plat for Phase I). Gross residential density is 3.9 lots / acre (327 lots / 83.4 acres). Net project acreage, less the 1.5 acres of right-of-way, is 81.9 acres. Net residential acreage, less the 1.5 acres commercial lot, is 80.4 acres. Residential density for the project is calculated using the net residential acreage is 4.1 lots per acre (327 lots / 80.4 acres).

Project includes common 18.5 acres of neighborhood green space, which is 21.9% of the gross acreage and 23.0% of net acreage. With 327 proposed homes, 2,464 square feet of neighborhood green space is provided per residential unit.

Construction of Phase I and Phase 2 of the project have been completed, the final plats have been filed, and homes have been completed and sold for most of the residential lots in Phase 1 and homes are now under construction in Phase 2. ~~Construction of Phase II infrastructure is substantially complete, and the final plat has been submitted for City approval.~~ Developer intends to construct an additional phase each year until all remaining phases are complete. Based on demand, the two remaining phases may be constructed concurrently.

The property is already within a PUD zoning district approved in 2020. This document includes revisions to the previously approved PUD development plan, and, if approved, it will replace the previously approved development plan in its entirety.

The proposed development is compatible with existing and future land uses in this area. Current land uses of adjacent properties are institutional (Friendship Baptist Church east of commercial lot), low density residential/agricultural (north, east, and west sides of project), medium/high density single family residential and duplexes (Habberton Ridge PUD across Don Tyson Parkway south of project), and utility/industrial (power substation near northeast corner). Future development of frontage properties along Highway 412 is likely to be commercial or institutional, which are both compatible with the proposed commercial lot at the north end of the PUD. Any future development of the properties along the east, west, and south sides of the project are likely to be residential in nature, and compatible with the proposed residential subdivision as well. We believe the proposed project is well-suited for this location and will be harmonious with existing and future land uses in the area.

It is not anticipated the development will strain public services or infrastructure in the area. The nearby C.L. "Charlie" and Willie George Park is within walking distance and provides a wide range of outdoor recreation opportunities. There are many schools located near the project, many of which have been constructed recently. Nearby schools include:

- Walter Turnbow Elementary – 0.3 Miles
- Don Tyson School of Innovation – 1.0 Miles
- Lakeside Junior High School – 1.2 Miles
- Sonora Middle School – 1.5 miles
- Sonora Elementary School – 1.7 Miles
- Harp Elementary School – 1.9 Miles

The project has street access to East Robinson Avenue (US Highway 412) and Don Tyson Parkway, both of which are major east/west arteries through Springdale with multiple driving lanes in each direction.

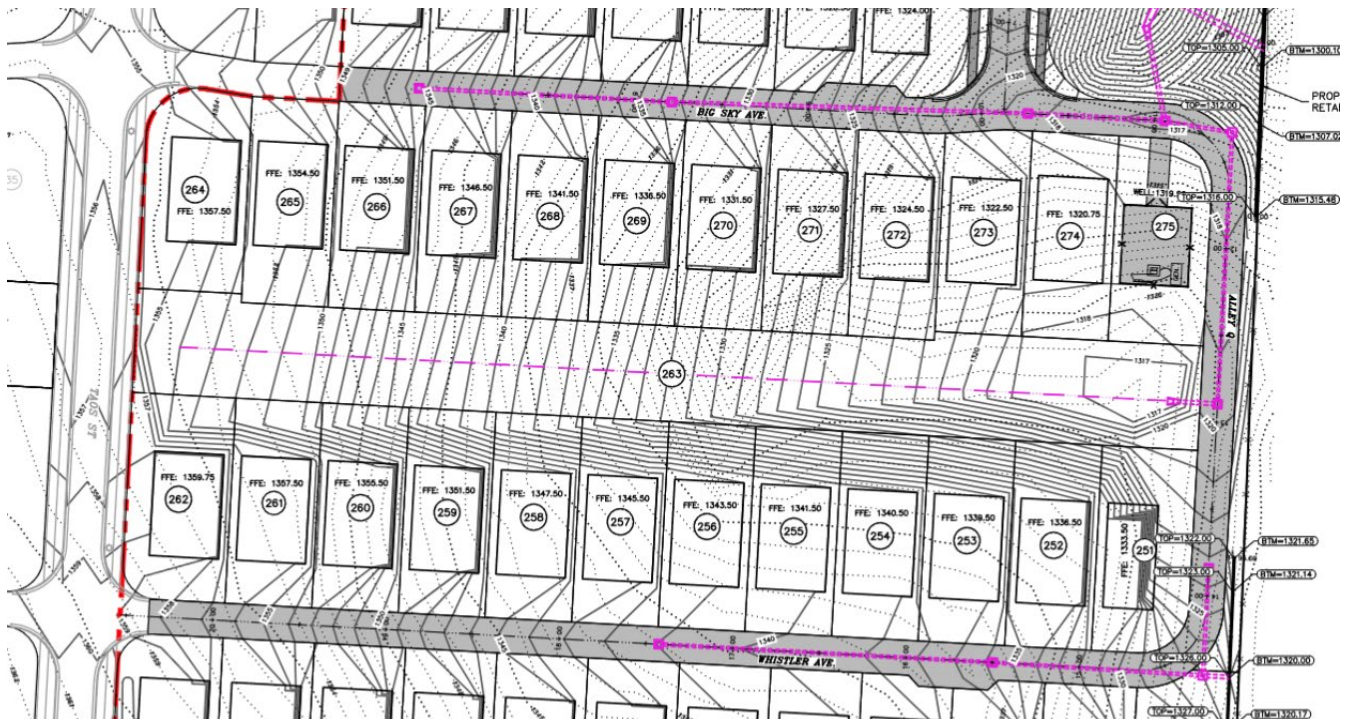
Water and sewer infrastructure is already present in this area. Springdale Water Utilities has a twelve inch water mains along the south side of Highway 412 and along the south side of Don Tyson Parkway. Off-site sewer improvements required to serve the development have been completed as part of Phase I infrastructure construction.



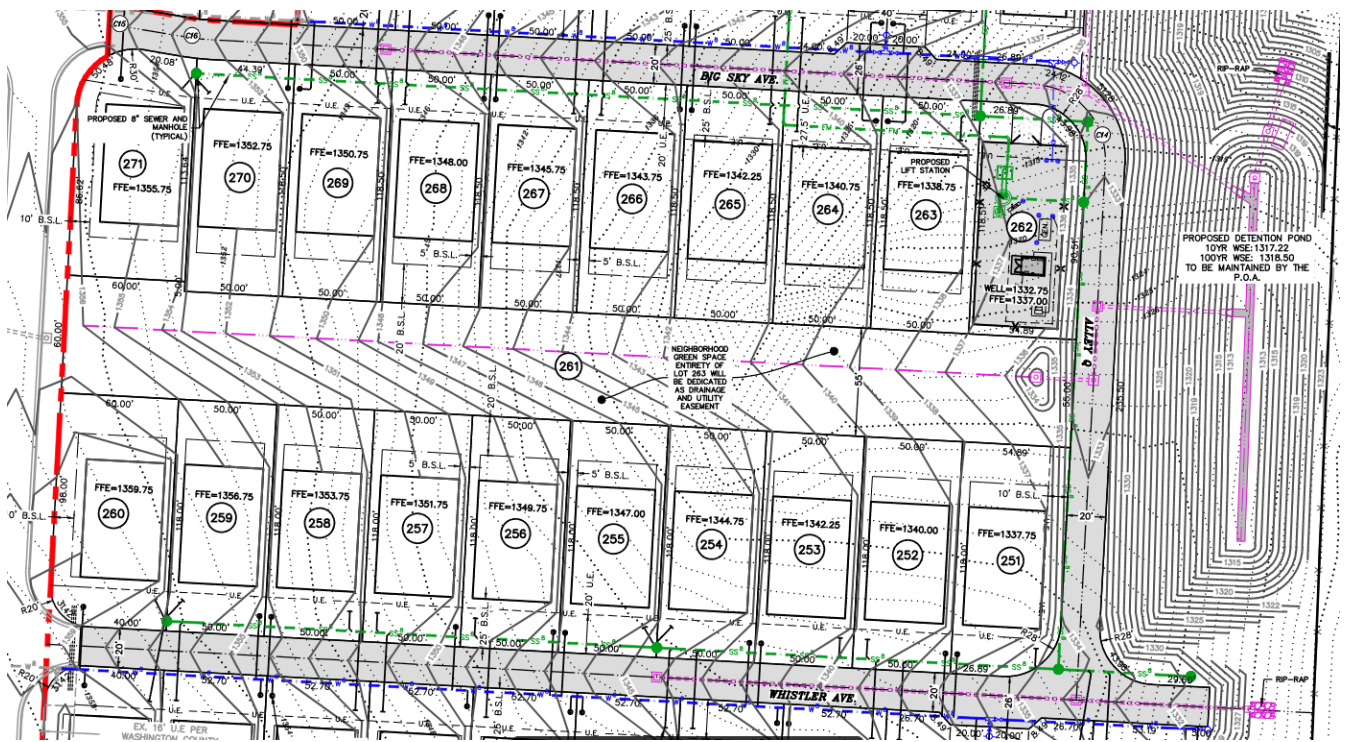




Original Grading Phase 4 (23 Lots)



Proposed Grading Phase 4 (19 Lots)



Approved Grading Phase 1 (For Reference)



Phase 1 Courtyard (Looking West)



Phase 1 Courtyard (Looking East)



File# 2025-00002030

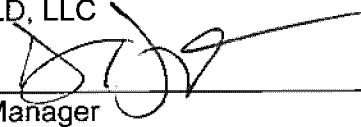
**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COTTAGES AT CLEAR CREEK – PHASE I
A SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS**

The Declaration of Covenants, Conditions and Restrictions for Cottages at Clear Creek – Phase I, a Subdivision to the City of Springdale, Arkansas, filed August 31, 2023 as File No. 2023-00022823 with the Washington County Clerk, and the Annexation & Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Cottages at Clear Creek – Phase I a Subdivision to the City of Springdale, Arkansas (Annexation of Phase 2) filed September 20, 2024 as File No. 2024-00024533 with the Washington County Clerk (collectively, as amended, the “Declaration”), is hereby amended to add the following language to the end of Section 9(m) of the Declaration:

Notwithstanding anything to the contrary in this Declaration, no vehicles, boats, trailers, equipment, or other such property shall be permitted to park or be stored on any alleys within the Subdivision or in areas where signage prohibits parking. This restriction is intended to prevent short-term, temporary, long-term, and permanent parking and/or storage. The Association, and/or the City of Springdale, may in their discretion tow or cause to be towed any vehicles, boats, trailers, equipment, or other property that is in violation of this Section with or without notice, at the violating Owners’ sole expense, and the Owners consent to such enforcement action without the need for any prior notice. Owners release the Association, the City of Springdale, and any towing company performing towing services hereunder from any claims, liability, damages, costs, and other losses that the Owners may incur because of enforcement action under this Section.

Except as specifically modified herein, all other terms and provisions of the Declaration shall remain in full force and effect. This amendment and change is made and approved subject to the authority and provisions of Paragraph 12(c) of the Declaration and are dated this 24th day of January, 2025.

DECLARANT/DEVELOPER:
NWA LD, LLC

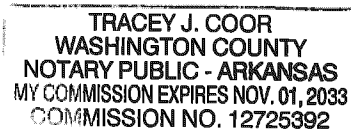
By 
Title: Manager

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of office as such Notary Public at the County and State aforesaid on this 24th day of January, 2025.

Notary Public

11/01/2033



File# 2025-00002030
Kvle Sylvester - Circuit Clerk

[Signature]



Premier Towing
139 Klenc Road
Springdale, AR 72762
(479)601-5196

To whom it may concern,

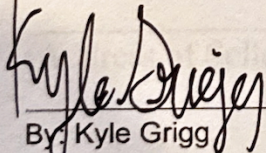
We, Premier Towing, agree to provide the POA at Cottages at Clear Creek with towing services for illegally parked vehicles in the neighborhood, according to the Covenants, Conditions, and Restrictions for the Cottages at Clear Creek subdivision. I have listed below the protocol and pricing for the tow for your records.

- Our impound rate is a flat \$200 + tax CASH ONLY to be paid by the vehicle owner.
- Storage is \$50/day after your first 24 hours (included in price of tow), to be paid by the vehicle owner. We release vehicles 7 days a week 8am-6pm BY APPOINTMENT by calling 479-601-5196
- We will begin regular drive throughs and monitoring of the property, as well responding to calls from the POA for vehicle removal.
- Premier Towing will provide the POA with impound sheets for use. You can fill those out, and send us a picture of them so we can assist you on the tow in a timely manner. I will come by and pick a copy up the following business day so we have them for our records as well.

It is important to us, as a company, to keep this as civil and positive as possible given the situation with your residents. If anyone needs jump starts, tire changes (with spare), or tows, we would also be happy to assist with anything to help out.

Premier Towing & Recovery, LLC

Cottages at Clear Creek Property Owners Association



By: Kyle Grigg

Its: Owner

Date: 2-10-25



By: Kristy Payne

Its: Director

Date: 2-10-25

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION

City Council Meeting
April 22, 2025



0 1000 2000
Feet

PROJECT: R25-02
APPLICANT: Cottages at Clear Creek
LOCATION: S. of E. Robinson Avenue, N. of Don Tyson Parkway
REQUEST: Revised PUD



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION

City Council Meeting
April 22, 2025

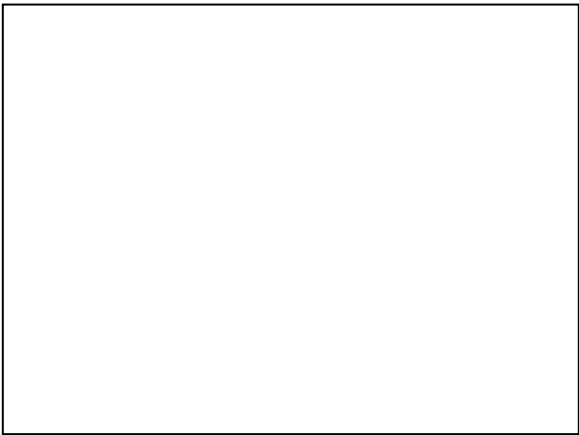
0 1000 2000
Feet



PROJECT: R25-02
APPLICANT: Cottages at Clear Creek
LOCATION: S. of E. Robinson Avenue, N. of Don Tyson Parkway
REQUEST: Revised PUD



SPRINGDALE™
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-15) CERTAIN LANDS LOCATED AT THE NORTHEAST CORNER OF AR HWY 112 AND W. WAGON WHEEL ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO A PLANNED UNIT DEVELOPMENT (PUD) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of April 1st, 2025 for hearing the matter of a petition of Blue Ribbon Farms, LLC requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to a Planned Unit Development (PUD).

Layman’s Description: Northeast corner of AR Hwy 112 and W. Wagon Wheel Road

Legal Description:

PART OF THE SOUTH HALF (S/2) OF SECTION 12, IN TOWNSHIP 18 NORTH (T18N), RANGE 31 WEST (R31W) IN PARTICULAR THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST (SE/4), A PART OF THE NORTHWEST QUARTER (NW/4) OF THE SE/4, A PART OF THE SE/4 OF THE SW/4, AND PART OF THE SW/4 OF THE SW/4; ALSO PART OF THE NORTH HALF (N/2) OF SECTION 13, T18N, R31W IN PARTICULAR PART OF THE NW/4 OF THE NORTHEAST QUARTER (NE/4) AND A PART OF THE NE/4 OF THE NW/4; IN THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SW/4 OF THE SE/4 OF SAID SECTION 12 MARKED BY AN EXISTING LIMESTONE PER BENTON COUNTY SURVEYOR’S RECORD BOOK J PAGE 199; THENCE ALONG THE EAST LINE OF SAID SW/4 OF THE SE/4 SOUTH 02°34’10” WEST, A DISTANCE OF 1323.81 FEET TO THE EAST SIXTEENTH SECTION CORNER

COMMON TO SAID SECTIONS 12 AND 13; THENCE ALONG THE EAST LINE OF THE NW/4 OF THE NE/4 OF SAID SECTION 13 SOUTH 02°51'05" WEST, A DISTANCE OF 596.65 FEET TO THE CENTER OF WAGONWHEEL ROAD; THENCE LEAVING SAID EAST LINE AND ALONG THE CENTER OF SAID WAGONWHEEL ROAD CROSSING SAID NW/4 OF THE NE/4 AND PASSING INTO SAID NE/4 OF THE NW/4, FOR THE FOLLOWING TEN (10) CALLS:

- 1) SOUTH 79°28'25" WEST, CROSSING AN EXISTING COTTON PICKER SPINDLE AT 8.66 FEET, CROSSING AN EXISTING MAG NAIL AT 11.40 FEET, CROSSING ANOTHER EXISTING MAG NAIL AT 90.93 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 144.30 FEET TO A TANGENT CURVE TO THE RIGHT;
- 2) 57.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 462.37 FEET, A CENTRAL ANGLE OF 07°08'03", AND SUBTENDED BY A CHORD BEARING SOUTH 83°00'49" WEST – 57.10 FEET TO A POINT OF TANGENCY;
- 3) SOUTH 86°33'14" WEST, A DISTANCE OF 560.38 FEET TO AN EXISTING MAGNAIL;
- 4) SOUTH 86°41'18" WEST, A DISTANCE 578.92 FEET TO AN EXISTING RAILROAD SPIKE;
- 5) SOUTH 86°14'09" WEST, A DISTANCE OF 166.11 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
- 6) 121.994 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10290.788 FEET, A CENTRAL ANGLE OF 00°40'45", AND SUBTENDED BY A CHORD BEARING SOUTH 86°38'42" WEST – 121.993 FEET;
- 7) SOUTH 86°55'22" WEST, A DISTANCE OF 251.67 FEET TO AN EXISTING MAGNAIL;
- 8) SOUTH 86°54'07" WEST, A DISTANCE OF 90.37 FEET TO A NON-TANGENT CURVE TO THE LEFT;
- 9) 81.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 620.83 FEET, A CENTRAL ANGLE OF 07°30'10", AND SUBTENDED BY A CHORD BEARING SOUTH 84°11'22" WEST – 81.24 FEET TO A NON-TANGENT COMPOUND CURVE TO THE LEFT;
- 10) 120.90 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 201.82 FEET, A CENTRAL ANGLE OF 34°19'18", AND SUBTENDED BY A CHORD BEARING SOUTH 64°04'45" WEST – 119.10 FEET TO THE EXISTING CENTERLINE OF STATE HIGHWAY 112 ACCORDING TO PARCEL SURVEYS PER ARDOT JOB NO. 090513;

THENCE LEAVING SAID WAGONWHEEL ROAD AND ALONG THE CENTERLINE OF SAID HIGHWAY CROSSING THROUGH SAID NE/4 OF THE NW/4 OF SECTION 13 AND CROSSING THROUGH SAID SE/4 OF THE SW/4 OF SECTION 12 AND PASSING INTO SAID SW/4 OF THE SW/4 OF SECTION 12 FOR THE FOLLOWING FIVE (5) CALLS:

- 1) NORTH 39°20'33" WEST, A DISTANCE OF 187.72 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
- 2) 392.49 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1361.37 FEET, A CENTRAL ANGLE OF 16°31'07", AND SUBTENDED BY A CHORD BEARING NORTH 30°36'13" WEST – 391.13 FEET TO A NON-TANGENT COMPOUND CURVE TO THE RIGHT;

- 3) 510.82 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS 1567.85 FEET, A CENTRAL ANGLE OF 18°40'03", AND SUBTENDED BY A CHORD BEARING NORTH 14°38'40" WEST – 508.57 FEET;
- 4) NORTH 05°46'53" WEST, A DISTANCE OF 550.71 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
- 5) 128.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1257.72 FEET, A CENTRAL ANGLE OF 05°50'34", AND SUBTENDED BY A CHORD BEARING NORTH 02°32'06" WEST – 128.20 FEET TO SPRING CREEK;

THENCE LEAVING SAID HIGHWAY AND ALONG THE THREAD OF SPRING CREEK (ACCORDING TO FIELD SURVEYS PERFORMED IN AUGUST 2022) CROSSING THROUGH SAID SW/4 OF THE SW/4 AND THROUGH SAID SE/4 OF THE SW/4 OF SECTION 12 FOR THE FOLLOWING TWENTY-FOUR (24) CALLS:

- 1) NORTH 40°37'40" EAST, A DISTANCE OF 54.44 FEET;
- 2) NORTH 42°33'51" EAST, A DISTANCE OF 87.52 FEET;
- 3) NORTH 57°15'24" EAST, A DISTANCE OF 106.49 FEET;
- 4) NORTH 66°30'11" EAST, A DISTANCE OF 129.64 FEET;
- 5) NORTH 57°28'16" EAST, A DISTANCE OF 37.24 FEET;
- 6) NORTH 62°12'51" EAST, A DISTANCE OF 40.82 FEET;
- 7) NORTH 60°08'26" EAST, A DISTANCE OF 69.78 FEET;
- 8) NORTH 82°50'09" EAST, A DISTANCE OF 45.96 FEET;
- 9) NORTH 86°13'48" EAST, A DISTANCE OF 23.16 FEET;
- 10) SOUTH 82°28'40" EAST, A DISTANCE OF 32.53 FEET;
- 11) NORTH 35°43'45" EAST, A DISTANCE OF 67.94 FEET;
- 12) NORTH 61°33'25" EAST, A DISTANCE OF 90.35 FEET;
- 13) NORTH 64°06'33" EAST, A DISTANCE OF 36.33 FEET;
- 14) NORTH 69°16'45" EAST, A DISTANCE OF 48.45 FEET;
- 15) NORTH 76°44'20" EAST, A DISTANCE OF 50.21 FEET;
- 16) NORTH 73°40'54" EAST, A DISTANCE OF 41.95 FEET;
- 17) SOUTH 65°51'10" EAST, A DISTANCE OF 110.00 FEET;
- 18) SOUTH 78°45'06" EAST, A DISTANCE OF 129.62 FEET;
- 19) SOUTH 88°35'16" EAST, A DISTANCE OF 126.43 FEET;
- 20) NORTH 67°20'50" EAST, A DISTANCE OF 92.95 FEET;
- 21) NORTH 72°41'04" EAST, A DISTANCE OF 58.40 FEET;
- 22) NORTH 78°48'52" EAST, A DISTANCE OF 73.55 FEET;
- 23) NORTH 65°32'24" EAST, A DISTANCE OF 40.53 FEET;
- 24) NORTH 81°05'49" EAST, A DISTANCE OF 1.93 FEET TO THE WEST LINE OF SAID SW/4 OF THE SE/4;

THENCE ALONG SAID WEST LINE NORTH 02°41'28" EAST, A DISTANCE OF 64.08 FEET TO THE NW CORNER OF SAID SW/4 OF THE SE/4; THENCE ALONG THE WEST LINE OF SAID NW/4 OF THE SE/4 NORTH 02°41'27" EAST, A DISTANCE OF 165.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°35'01" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 02°41'27" WEST, A DISTANCE OF 165.00 FEET TO THE NORTH LINE OF SAID SW/4 OF THE SE/4; THENCE ALONG SAID NORTH LINE SOUTH 87°35'01" EAST, A DISTANCE OF 993.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 117.78 ACRES MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-15) from an Agricultural District (A-1) to a Planned Unit Development (PUD) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

From an Agricultural District (A-1) to a Planned Unit Development (PUD) zone.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

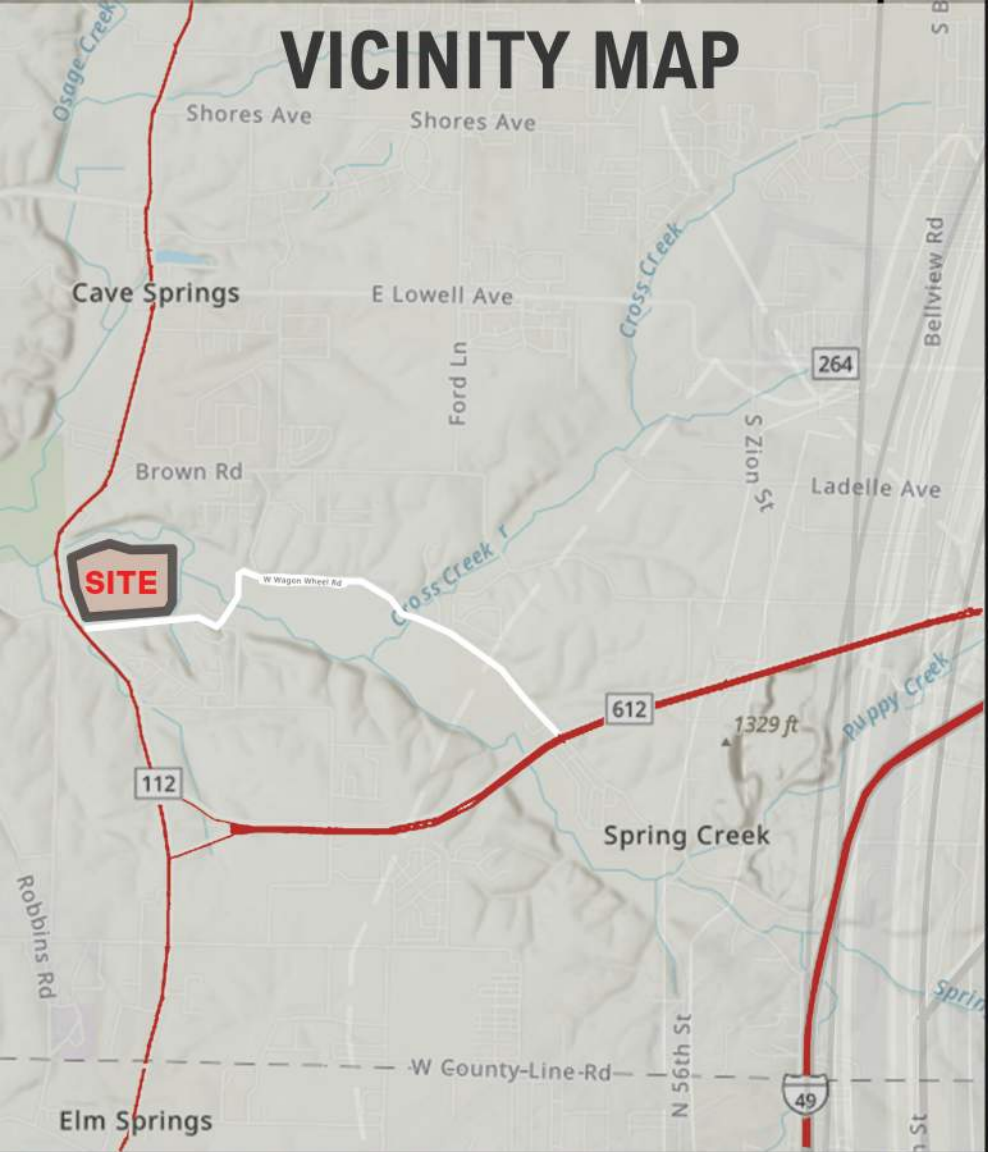
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



UNIT COUNT

COMMERCIAL (C):		
SINGLE STORY		
COMMERCIAL SPACE =		52,894 SF
TOWNHOMES (TH):		
ATTACHED W/ GARAGE =		172 UNITS
SINGLE FAMILY:		
SMALL LOT - 47' X 120' =		156 LOTS
LARGE LOT - 60' X 120' =		16 LOTS
MAINTENANCE BUILDING:		1 LOT
TOTAL COMMERCIAL:		52,894 SF
TOTAL RESIDENTIAL:		172 UNITS & 172 LOTS
PARKING:		
TOTAL PARKING PROVIDED =		569 PARKING STALLS

TRADE WINDS MASTERPLAN

HWY 112 & WAGON WHEEL RD
SPRINGDALE, ARKANSAS 72762

MASTERPLAN

02/26/2025

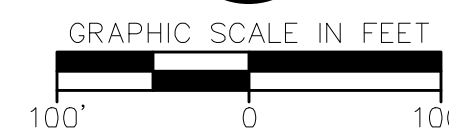


SCALE: 1" = 100'-0"

Blue Ribbon
INDUSTRIES

PRISM
DESIGN STUDIO

 **Crafton Tull**



TRADE WINDS
SPRINGDALE, AR

Key Plan

[illegible]

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 22107501

ISSUE DATE: 1/23/202
CONTACT: A. KARR

QC by: _____
QC Date: _____

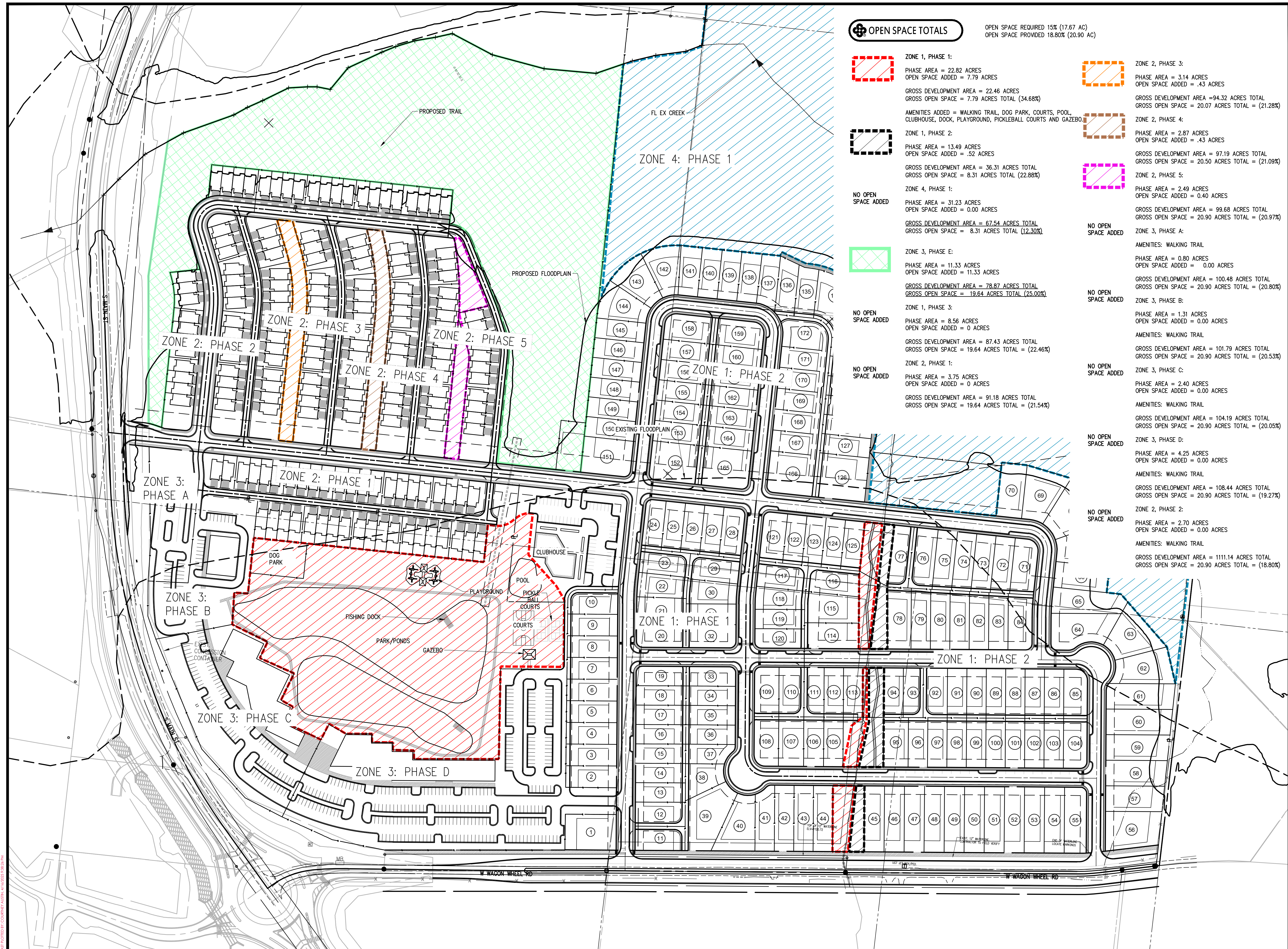
PRELIMINA

PLANS

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MASTER PLAN

C-001



TRADE WINDS MASTER PLAN

PLANNED UNIT DEVELOPMENT DEVELOPMENT PLAN

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

1. General Project Information

- A. Project Name: Trade Winds
- B. Location: (The intent is to apply the PUD district to areas designated as agricultural, residential or commercial on the land use plan)
Highway 112 & Wagon Wheel Road
- C. Ownership: (Eligible applicants for preliminary plan review must be the landowners of record, holders of a lease for not less than fifty (50) years, or their authorized agent and beneficiaries of all properties in question. The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in this article.)
Blue Ribbon Industries
- D. Developer: Blue Ribbon Industries
- E. Civil Engineer & Land Surveyor: Crafton Tull
- F. Size: 111.14 acres (Eligible properties must be ten (10) acres in size) :
- G. Staging: (Submissions of proposals of entire ownerships is encouraged, however, applicants may submit a phased development plan for incorporating incremental final development plans and plats for subareas of the entire ownership.)
- The single-family development (Zone 1) will be split into 3 phases with 3 separate final plats.
 - The townhome development (Zone 2) will be split into 5 phases to acquire Certificates of Occupancy in 5 groups.
 - The Commercial Development (Zone 3) will be built in 4 phases and common space to the north will be built in 1 phase. Common space grading and stabilization will happen concurrently with the development of Zone 1.
 - The common space to the northwest (Zone 3, Phase E) will have grading and stabilization that will happen concurrently with the development of Zone 1.

- The overall development will be split into 14 phases. See provided phasing plan.
- Construction storage will move from phase to phase as the site develops. Storage materials will be screened and methodically placed to help with ease of construction. Please see the attached construction staging plan for more details.

2. Development Strategy:

This Planned Unit Development proposal is submitted to request the rezoning of approximately 111.14 acres of land currently zoned as Agricultural (A-1) to a mixed-use development consisting of single-family residential, multi-family residential, and commercial uses. The subject property is located at the intersection of HWY 112 and Wagon Wheel Road. The property currently lies within Springdale, Cave Springs, and Benton County jurisdictions. Annexations have been approved to place the entire property under the City of Springdale's Jurisdiction. A master plan has been provided with this PUD to show the future intentions of the entire development.

The purpose of this PUD is to create a well-integrated, thoughtfully planned community that accommodates a range of residential and commercial needs while preserving the character and aesthetics of the area. The single-family residential areas will enhance community living as this proposal seeks to provide high-quality housing options that cater to families and individuals seeking a suburban lifestyle. The townhome area will offer diverse living arrangements, addressing the needs of varying household sizes and income levels. The local economy will be supported by the designated commercial area, as this area will serve as a local economic hub, offering retail, dining, and service options not just to this property's residents but to neighboring communities as well. By blending residential and commercial uses within a single development framework, the proposal aims to foster a vibrant, self-sufficient community that encourages interaction and engagement among residents and visitors.

Approximately 42.56 acres will remain preserved along the northern edge of the property. 11.33 acres will be owned by the common POA of Zone 3 Phase E while the other 31.23 acres will be retained by a single property owner in Zone 4. This entire area is planned for stream restoration and enhancement of the existing vegetation, aligning with the aesthetic qualities of the original zoning. The Zone 3 Phase E improvements will create a vibrant, shared greenspace that includes community walking trails, enriching the area's natural beauty and providing residents with a welcoming, recreational environment.

3. Permitted Use (List all use units to be included in the project)

There will be four zones within this PUD. Zone 1 is the single-family residential area on the east side of the site and will have the following use units:

- Unit 1: Citywide Public Uses by Right
- Unit 8: Single Family Dwellings
- Unit 9: Zero Lot Line
- Unit 16: Offices, Studios and Related Services – only real estate sales office in clubhouse. The temporary sales office will show potential tenants what their unit could look like this sales office will close when majority of the units on site are sold to individual home buyers. This temporary sales office will be located on lot 11.
- Unit 29: Home Office
- Special use of a contractor office in clubhouse. This will only be allowed while site is under construction and will allow for storage of materials that the contractor does not want to leave outside.

Zone 2 is the townhome/multi-family residential area in the northwest corner of the site and will have the following use units:

- Unit 1: Citywide Public Uses by Right
- Unit 10: Townhouse; single unit up to four units.
- Unit 16: Temporary sales office to be allowed to show potential tenants what their unit could look like. This sales office will close when majority of the units on site are sold or rented out.
- Unit 29: Home Office

Zone 3 is the commercial area in the southwest corner of the site and common area owned by the POA to the north. In addition to the commercial buildings in the southwest corner, a single building will be used for storage of onsite property maintenance equipment and a property manager's living quarters/office space. This will be located between the townhomes and single family subdivision on a lot owned by the POA. Private and public trails will be within the common area of Zone 3. Zone 3 will have the following use units:

- Unit 1: Citywide Public Uses by Right
- Unit 4: Cultural, Recreational and Health Facilities – Except Zoo, campground, and bed and breakfast.
- Unit 16: Offices, Studios and Related Services except employment agency
- Unit 17: A& B: Eating Places
- Unit 19: Neighborhood Shopping Goods except auto parking garage, dry cleaning and/or laundry
- Unit 20: Shopping Goods – Except convenience stores with gas pumps, gun smith, railway depot, Smoke shop and dispensary.
- Unit 27: Parking Lot

- Unit 45: Health Care Clinic

Zone 4 is solely used for preserving open space, floodplain management, and drainage for the site. No development in this area is currently proposed; this is subject to change only on submission of a revised PUD Development Plan submitted and approved in the same manner as the original PUD approval. The below is the only use unit allowed in this zone.

- Unit 1: Citywide Public Uses by Right

Use Designations per zone are subject to approval by the City of Springdale pursuant to an amendment to the PUD.

4. Site Development Requirements

A. Density, Bulk, Area, Yard, and Drainage Requirements for what is currently within Springdale's Jurisdiction.

- i. Area:
 - Zone 1: 44.87 ac
 - Zone 2: 14.95 ac
 - Zone 3: 8.76 ac
 - Zone 3 Common Area POA Owned: 11.33 ac
 - Zone 4 Single Ownership: 31.23 ac
- ii. Density = $156+16+172 \text{ units} / (47.07+14.87+8.63+10.69) \text{ ac}$

$$= 344 \text{ units} / 79.91 \text{ ac}$$

$$= \underline{4.30 \text{ units/ac}}$$
- iii. Number of Bedrooms –
 - Single Family:
 - Small Lot – 156 lots x 3- 4 bedrooms = 468- 624 bedrooms
 - Large Lot – 16 lots x 3- 4 bedrooms = 48-64 bedrooms
 - Townhomes:
 - Attached W/ Garage – 172 units x 3-4 bedrooms = 516-688 bedrooms
 - Total Residential Bedrooms:
 - 1032 bedrooms- 1,376 bedrooms
- iv. Area:
 - Total Area = 111.14 acres
 - Required Open Space = 15%
 - = 16.67 acres

Provided Open Space = 18.81%
Open Space Area = 20.90 acres

v. Setbacks-

Zone 1:

Front, with parking between structure and right of way – 20'
Front, no parking between structure and right of way - 10'
Interior Side*- 0'/5'
Exterior Side*- 10'
Rear- 28'

*Maintenance easement will be included on zero lot line units.

Zone 2:

Front, with parking between structure and right of way – 20'
Front, no parking between structure and right of way - 10'
Interior Side*- 0'
Exterior Side*- 0'/5'
Rear- 10'

*These structures will have the option to be split by a horizontal property regime or be individual lots with the property line on the demising wall. Horizontal property regime will require City approval.

Zone 3:

Front, with parking between structure and right of way – 50'
Front, no parking between structure and right of way - 30'
Interior Side- 20'
Exterior Side- 20'
Rear- 20'

v. Drainage requirements.

We requested that the drainage easement provided around ponds be placed along the top edge of the pond. All Finished Floor and Freeboard requirements will meet the City of Springdale's requirements. We ask that no minimum separation requirement from edge of pond to edge of building be required as long as the FFE exceeds 2' above the 100 year water surface elevation of the pond. These drainage changes need to be preapproved and agreed upon by the conditions contained in this PUD Development Plan.

vi. Future large scales.

We request that the clubhouse and maintenance building will be submitted as non-large scales. The clubhouse will be built in Zone 1, Phase 1. Please see the attached phasing plan for more details.

B. Building Types –

Single Family- A variety of homes will be used for each single-family lot. There will be both rear load and front load options, depending on location within the site (see attached Roads Exhibit on sheet C-005). Elevations that show the aesthetic and intent of the homes to be developed are provided. These show roof lines, window sizes, door locations, garage door treatments, and lighting. Approval by the Architectural Review Committee shall be required for any building elevations that are not similar to the provided elevations prior to the issuance of a building permit. Building material percentages are as follows and subject to change if only on submission of a revised PUD Development Plan submitted and approved in the same manner as the original PUD approval. ARC approval of building elevation changes will need to be documented prior to submission of a building permit with city staff approval. Building materials will be a combination of stone, hardie, and brick. The Minimum of Brick allowable would be 10% and the minimum hardie would be 20%.

Multi-family/Townhomes- There will be both rear load and front load options, depending on location within the site (see attached Roads Exhibit on sheet C-005). Elevations that have material breakdown percentages are attached. Elevations that show the aesthetic and intent of the homes to be developed here are provided. These show roof lines, window sizes, door locations, garage door treatments, and lighting. Approval by the Architectural Committee shall be required for any building elevation that is not similar to the provided elevations prior to the issuance of a building permit. Building material percentages are as follows and subject to change only on the submission of a revised PUD Development Plan submitted and approved in the same manner as the original PUD approval. ARC approval of building elevation changes will need to be documented prior to submission of a building permit with city staff approval. A combination of stone, hardie, and brick will be used on the building with the following minimum of brick allowable would be 10% and the minimum hardie would be 20%. A pedestrian door that is unencumbered by a fence will be present on alley-facing units for police and life safety purposes.

Commercial- All commercial buildings shall meet the adopted City of Springdale's Commercial Design Standards. An architectural review committee will be established with the commercial POA and will be responsible for the approval of

all commercial buildings prior to the submission of a Large-Scale Development Plan. Building material percentages are only subject to change on submission of a revised PUD Development Plan submitted and approved in the same manner as the original PUD approval. ARC approval of building elevation changes will need to be documented prior to submission of a building permit with city staff approval.

Maintenance Building- The maintenance building proposed in Zone 3 will be a combination of architectural metal and board/batten with the following ranges for building material percentages: a minimum of 10% Brick and Architectural metal. Any change in design or materials can only be made upon submission of a revised PUD Development Plan, which is submitted and approved in the same manner as the original PUD approval. Living quarters will be allowed to service on-call maintenance workers for this development. ARC approval of building elevation changes will need to be documented prior to submission of a building permit with city staff approval.

C. Parking-

Residential Uses: two (2) paved spaces for each dwelling unit outside the primary structure or garage. Guest parking is provided on-street.

Commercial Uses: parking requirements shall meet the minimum requirements of adopted parking standards of the City of Springdale, and the use of buildings will be limited to the availability of required parking spaces. Parking set aside for amenities in Zone 1 and 2 shall not be counted as commercial parking spaces. Shared parking agreements will be filed with the city when tenants enter leasing agreements.

D. Amenities Provided (locations shown on site plan)-

Development of amenities is an integral part of the proposed development and includes the following: Walking trails, large trees, clubhouse, swimming pool, playground, floating dock, basketball courts, pickleball courts, gazebos, picnic areas, and community green space. Amenities are shown on the attached Phasing Plan by zone with the installation to be completed prior to the submission of final plats for approval and prior to the issuance of certificates of occupancy for large-scale development project.

E. Exterior Building Materials-

Building Materials limited to the following, with percentages as set in Building Types above.

5. Property Management

- A. All single-family lots are to be platted and sold individually. Multi-family lots are to remain in single ownership with the possibility of being sold individually in the future. All common areas are to be maintained by the POA or through an agreement with a management company. There will be three separate POAs one for the commercial area, one for the townhomes/multi-family, and one for the single-family residential lots. Each POA will have a shared use agreement and maintenance plan for the common areas. Covenants, attached and made part of the PUD Development Plan, each will be filed with the final plats and establishment of the commercial POA.

The POA for Tradewinds will be maintained as a structured entity committed to governance, operational efficiency, and adherence to established standards to support the overall development. The Bylaws provide a comprehensive framework where the Board of Directors oversees the management of communal areas, enforcement of covenants, and financial responsibilities, including assessments and budgeting, in alignment with property-specific standards and broader legal requirements. Standards for maintenance, improvement, and usage of common areas are implemented to ensure consistency and quality across the community.

The Bylaws emphasize regular meetings, transparent record-keeping, and open communication with members to uphold accountability and inclusivity. Legal compliance, including adherence to the Corporate Transparency Act (CTA) and other local regulations, reinforces the POA's integrity. The POA also implements design guidelines and community rules to sustain aesthetics, property values, and harmony within the development. These standards ensure the association operates effectively to preserve the community's quality, support long-term growth, and align with the vision of the Tradewinds development. For more detailed information regarding the structure and maintenance of the three POAs please see the attached POA Bylaws.

- B. Parking on the grass is prohibited. Townhomes and single-family lots will have a driveway and garage for parking. There is ample on-street parking provided to accommodate any visitors. Commercial areas will have shared parking agreements between the various building owners.
- C. The development will be accessed from Highway 112 or Wagon Wheel Road on streets designed and built to City of Springdale standards and accepted by the City as public streets for maintenance. Drives shall be labeled as public drives. Sidewalks shall be constructed on all common areas as shown on the site plan. Private alleys will be built to City Standards with POA ownership and maintenance responsibility.

- D. Fencing will be provided in the single-family lots to City of Springdale standards with fencing along Wagon Wheel Road to be installed as part of the final plat and all other fencing to be completed prior to the issuance of a certificate of occupancy. Common area fencing will be maintained by POA and installed by the developer prior to the acceptance of each phase of the development, while individual lot fencing is maintained by the property owner. Fencing Standards are as follows: Fences must be made of approved materials such as wood, wrought iron, or vinyl in neutral colors. Chain-link, barbed wire, or industrial-style fencing is strictly prohibited. Fences cannot exceed six feet in height and must be located within property boundaries. The post shall remain on the inside of the fence so the finished side faces outward. No fence may be constructed without prior approval from the Architectural Control Committee, ensuring that all fencing adheres to the development's standards.
- E. Street signs will be maintained by POA. Decorative signage will be used for street names. Installation guides and a maintenance plan will be provided in the Covenants for each zone attached and made a part of the PUD Development Plan. Trade Winds logo will be placed in the righthand corner of street name signs. Prior to acceptance of the final plat, the POA shall be established with a minimum maintenance fund to ensure the replacement of damaged or missing street signs needed for emergency services to the PUD. The POA will keep extra signage and poles in stock. Street signs not replaced by the POA within 48 hours will be replaced by the Springdale Public Works Department with City standard street signs and polls with the POA billed for the cost of installation.
- F. Service lines for all public or quasi-public utilities shall be located underground.
- G. Common areas will be landscaped and constructed with shade trees and established grass areas. Maintenance plans for all shared common areas will be provided in the development covenants, conditions, and restrictions that are attached and made a part of the PUD Development Plan. Commercial buildings will meet landscaping requirements in the City of Springdale code. The development will also adhere to the buffer requirements in Chapter 56 Article II. Each residential lot shall have 1 shade tree installed prior to the issuance of a certificate of conformity. The responsibility for continued maintenance of trees is outlined in the covenants adopted and made part of the development plan.
- H. Trash services and loading zones will be shared for all commercial buildings. As seen in the covenants the POA shall designate specific areas for the placement of dumpsters and other waste collection facilities (the "Trash Management Areas"). All trash, garbage, and other waste materials generated by Owners or occupants of the Retail Units and Office Units of the Development must be disposed of exclusively in the designated Trash Management Areas in

accordance with the rules and regulations established by the Association's Board. The Association shall arrange for regular trash pickup services for the Retail Units and Office Units of the Development, the cost of which shall be allocated among all Retail Owners and Office Owners on a pro-rata basis, as reasonably determined by the Association Board. Owners and occupants shall comply with any additional requirements set forth by the Association regarding the use and maintenance of the Trash Management Areas to ensure cleanliness and compliance with applicable laws and regulations. Residential trash service to be as required by the city.

- I. The following features are permitted in the backyards of single-family homes: pools, sheds, pergolas, and greenhouses. However, no backyard features may be constructed without prior approval from the Architectural Control Committee. This approval process ensures that all additions comply with the development's aesthetic and structural standards. These items cannot be converted to living units. No garages on site can be converted to additional dwelling units.

6. Miscellaneous Requirements

- A. The commercial parking maintains 9'x19' stall sizes, along with the communal parking by the clubhouse. Handicap spaces will be adjacent to loading spaces to meet ADA van requirements. A 10' sidewalk fronts all buildings (as shown on the attached master plan) and the communal trail also maintains a 10' sidewalk throughout the property. Maintenance of the trail will be the responsibility of the POA.
- B. The number of parking stalls shall meet the city's requirements for commercial development based on use. Each single-family dwelling will have a garage and paved driveway that will accommodate the parking of vehicles that do not block the sidewalk. On-street parking shall be provided and marked to accommodate any visitors. The townhomes will also have a garage, paved driveway, and on-street parking with parking in alleys prohibited and will be enforced by towing. Visitor Parking signs shall be maintained by the POA. The parking provided in the attached master plan exceeds the City of Springdale's parking requirements for single-family, and commercial properties.
- C. The single-family and multi-family residential products will have both front-load and rear-load products. Rear alleys will be private and maintained by the POA. Sidewalks leading from each perimeter building will promote connectivity between the residents and the nearby communities. The planned landscaping will add to the aesthetic pleasure of the street.
- D. Man doors will be located on townhomes so that there is access for emergency services to get into a unit from either side of the building.

- E. Trash services will be used on-site. For townhomes and single-family homes, trash cans will be brought to the end of the driveways. Commercial buildings will have shared trash services with a common location for dumpsters. Trash will be collected per the city contract with the trash removal company.

This Instrument Prepared By:

J. Cliff McKinney

Quattlebaum, Grooms & Tull PLLC

111 Center Street, Suite 1900

Little Rock, Arkansas 72201

501-379-1700

SHARED FACILITIES AGREEMENT

THIS SHARED FACILITIES AGREEMENT (this "**Agreement**") is entered into on this ____ day of _____, 2024 (the "**Effective Date**"), by and among **TRADE WINDS PROPERTY OWNERS' ASSOCIATION ZONE I, INC.**, an Arkansas nonprofit corporation ("**Zone I**"), **TRADE WINDS PROPERTY OWNERS' ASSOCIATION ZONE II, INC.**, an Arkansas nonprofit corporation ("**Zone II**"), and **TRADE WINDS PROPERTY OWNERS' ASSOCIATION ZONE III, INC.**, an Arkansas nonprofit corporation ("**Zone III**"), each currently having the address of **2225 S. Bellview Road, Rogers, Arkansas 72758** (individually, a "**Party**," collectively, the "**Parties**").

WHEREAS, Zone I is the property owners' association for that certain development known as Trade Winds Subdivision Zone I as established and governed by that certain Bill of Assurance to Trade Winds Subdivision Zone I, was recorded in the real property records of Washington County, Arkansas on _____, 2025 as Instrument # _____ (collectively, the "**Zone I Subdivision**");

WHEREAS, Zone II is the property owners' association for that certain development known as Trade Winds Subdivision Zone II as established and governed by that certain Bill of Assurance to Trade Winds Subdivision Zone II, was recorded in the real property records of Washington County, Arkansas on _____, 2025 as Instrument # _____ (collectively, the "**Zone II Subdivision**");

WHEREAS, Zone III is the property owners' association for that certain development known as Trade Winds Subdivision Zone III as established and governed by that certain Bill of Assurance to Trade Winds Subdivision Zone III, was recorded in the real property records of Washington County, Arkansas on _____, 2025 as Instrument # _____ (collectively, the "**Zone III Subdivision**") (the Zone I Subdivision, the Zone II Subdivision, and the Zone III Subdivision, collectively, the "**Subdivisions**");

WHEREAS, Zone III will own certain facilities, including without limitation gathering places, gymnasiums, swimming facilities, dog park, playground equipment, pickleball and tennis courts, fishing ponds and docks, creek, walking trails and other recreational facilities, irrigation facilities, or maintenance facilities, located in the Zone III subdivision (collectively, the "**Club Facilities**"), as shown on **EXHIBIT A** (the "**Site Plan**"); and

WHEREAS, Zone III is willing to grant a nonexclusive license to each future Owner in the Zone I Subdivision, the Zone II Subdivision, and the Zone III Subdivision as the term "Owner" is currently defined in the Bill of Assurance of each such subdivision (collectively, the "**Owners**").

NOW, THEREFORE, in consideration of Ten and No/100 United States Dollars, the mutual premises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

SHARED FACILITIES AGREEMENT

Page 1 of 7

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by reference as if set forth in full in the body of this Agreement. The exhibits attached to this Agreement are also hereby incorporated herein by reference as if set forth in full in the body of this Agreement.

2. **Grant of License.** Subject to the terms of this Agreement, Zone III does hereby grant to each of the Owners a nonexclusive license for the use and enjoyment of the Club Facilities, subject to the terms of this Agreement and the Bill of Assurance for Zone III.

3. **Expenses.** Zone III will be responsible for the operation, maintenance, and repair of the Club Facilities, subject to an equitable reimbursement by Zone I and Zone II. Each Owner shall be obligated to pay an annual or monthly fee, which shall be set by Zone III, subject to increases as Zone III may impose from time to time. Zone III may require each Owner to purchase a badge or other form of identification to gain access to the Club Facilities. Zone III may temporarily designate portions of the Club Facilities for private parties or events to the exclusion of other users. Zone III may permanently or semi-permanently designate certain portions of the Club Facilities for use by certain subdivisions and/or may designate certain portions only for use by residential, retail, or office Owners. Zone III may reasonably allocate different monthly fees to Zone I, Zone II, and Zone III, including different fees to Retail Units, Office Units, and Residential Units based on reasonable approximations of usage and designation of exclusive areas. Zone III may elect to require each Owner to pay its appropriate fee to Zone III, or Zone III may elect Zone I and/or Zone II to collect the total annual or monthly fee as part of Zone I and/or Zone II's General Assessment and remit the total annual or monthly fee to Zone I.

4. **Rules.** Zone III may impose any rules or regulations (the "**Rules**") as it sees fit on the use of the Club Facilities, which will apply equally to the Owners, subject to varying rules for residential, retail, or office Owners.

- a. ***Rule Violations.*** Zone III may use any lawful enforcement mechanism (including, but not limited to, fees, restrictions, or prohibitions on access or use, and pursuing a claim for damages) upon the adoption of such Rules. Zone III reserves the right to impose administrative fees and temporary or permanent suspension of usage rights against any Owner who violates such Rules.
- b. ***Consent to be Bound by Rules and Subject to Enforcement.*** The use of the Club Facilities shall constitute consent by that person to (a) be subject to and abide by all Rules as such are adopted by Zone III, and (b) be subject to and abide by any such enforcement action of such Rules as such as adopted by Zone III.
- c. ***Releases.*** As a condition of using the Club Facilities, any Owners and their guests will execute such releases, waivers, indemnities, and hold harmless agreements as Zone III may reasonably require.

5. **Rights Retained by Zone III.** Zone III shall have the right to modify, change, or alter any improvements or construct additional improvements on their respective property, subject to any other agreements by and between the Parties. Without limiting the foregoing, Zone III may make such changes, additions, subtractions, or modifications to the Club Facilities from time to time as Zone III sees fit.

6. **Condemnation and Casualty.** In the event the Club Facilities or any portion thereof is taken by the power of eminent domain or is conveyed under threat of condemnation, all proceeds from any such taking shall belong to Zone III. If there is a casualty affecting the Club Facilities, all insurance

proceeds shall belong to Zone III. To the extent possible with the funds received from insurance proceeds or condemnation awards and the remaining land, Zone III will be obligated to restore or repair the Club Facilities.

7. **Covenants Run with the Land.** This Agreement, including all covenants and obligations herein, is intended by the parties to run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The rights and obligations set forth in this Agreement shall be appurtenant to and pass with the Subdivisions. This Agreement will be recorded in the real property records of Washington County, Arkansas.

8. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Arkansas, without giving effect to the conflicts of law principles of such State, and Washington County, Arkansas will be the exclusive venue for any disputes arising under this Agreement.

9. **Cooperation.** The Parties shall cooperate with one another in executing all documents required to complete or give effect to this Agreement.

10. **Severability.** If and to the extent that any court of competent jurisdiction holds any provision or any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

11. **Section Headings.** The Section headings in this Agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and provisions of this Agreement, nor are they to be used to determine the intent of the parties hereto.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and no oral statements, representations, or written matter not contained in this instrument or in an exhibit hereto shall have any force or effect. This Agreement may not be amended or modified in any way except by a writing executed by all Parties. This Agreement shall be construed without regard to the Party responsible for its preparation.

13. **Waiver.** No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any breach of this Agreement.

14. **Notices.** Any notice or demand which any party hereto is required or desires to give to or make upon another party shall be in writing and shall be given or made by personal delivery, certified mail return receipt requested, overnight mail, or by electronic delivery to the address designated by notice to the parties. Any notice or demand so sent shall be deemed to have been given or made on the day delivered in the case of personal delivery, on the day received in the case of electronic or overnight delivery, and seven days following the date the same was deposited with the United States Postal Service as certified with postage thereon fully prepaid.

15. **Counterparts.** This Agreement may be executed in multiple originals and/or counterparts, each of which shall constitute an original copy of this Agreement, and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

ZONE I:

**TRADE WINDS PROPERTY OWNERS'
ASSOCIATION ZONE I, INC.,**
an Arkansas nonprofit corporation

By: _____
Alexander Blass, President

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified, and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated and acknowledged that he was the President of Trade Winds Property Owners' Association Zone I, Inc., an Arkansas nonprofit corporation, and had so signed, executed, and delivered said foregoing instrument on behalf of the corporation for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

Notary Public

My Commission Expires:

(S E A L)

ZONE II:

**TRADE WINDS PROPERTY OWNERS'
ASSOCIATION ZONE II, INC.,**
an Arkansas nonprofit corporation

By: _____
Alexander Blass, President

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified, and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated and acknowledged that he was the President of Trade Winds Property Owners' Association Zone II, Inc., an Arkansas nonprofit corporation, and had so signed, executed, and delivered said foregoing instrument on behalf of the corporation for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

Notary Public

My Commission Expires:

(S E A L)

ZONE III:

**TRADE WINDS PROPERTY OWNERS'
ASSOCIATION ZONE III, INC.,**
an Arkansas nonprofit corporation

By: _____
Alexander Blass, President

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified, and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated and acknowledged that he was the President of Trade Winds Property Owners' Association Zone III, Inc., an Arkansas nonprofit corporation, and had so signed, executed, and delivered said foregoing instrument on behalf of the corporation for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

Notary Public

My Commission Expires:

(S E A L)

EXHIBIT A

[SITE PLAN]

This Instrument Prepared By
and After Recording Return to:

J. Cliff McKinney
 Quattlebaum, Grooms & Tull PLLC
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DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
("DECLARATION")
FOR
TRADE WINDS SUBDIVISION ZONE I

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, BLUE RIBBON INDUSTRIES LLC, an Arkansas limited liability company, hereinafter called "Declarant" is the owner of lands lying in the City of Springdale, County of Benton, State of Arkansas, more particularly described on **Exhibit A** hereto (the "Real Property");

WHEREAS, it is deemed desirable that the Real Property be subdivided into building lots and Common Areas (as hereinafter defined) as shown on the attached plat, and the Real Property be held, owned and conveyed subject to the protective covenants herein contained;

NOW, THEREFORE, Declarant, for and in consideration of the benefits to accrue to it, which benefits it acknowledges to be of value, has caused to be made a plat titled Final Plat [REDACTED], City of Springdale, Benton County, Arkansas, signed by [REDACTED] of [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED] (the "Plat"), and showing the bounds and dimensions of the Real Property now being subdivided into Lots and Common Areas. There are shown on said plat certain public easements for access, ingress, and egress for which Declarant hereby donates and dedicates to and for the use of the City of Springdale. There are also shown on said plat certain easements for drainage and utilities for which Declarant hereby donates and dedicates to and for the use of the City of Springdale and public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, telecommunications, water and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services, and to the extent set forth herein only, to the owners of abutting Lots, to use and occupy such easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. Said utility easements shall also be subject to use by the owners of abutting Lots for the purpose of installing and maintaining such underground electric, cable, and telecommunication service conductors as may be necessary to connect the service lines of owners to the service pedestals installed by said utilities and for other purposes.

The filing of this Plat and Declaration for record in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, will be a valid and complete delivery and dedication of the easements subject to the limitations herein set out.

The lands embraced in said Plat shall be forever known as "Trade Winds Subdivision Zone I, an Addition to the City of Springdale, Benton County, Arkansas," and any and every deed of conveyance for any Lot in said Addition describing the same by the number or numbers shown on said Plat shall always be deemed a sufficient description thereof.

Declarant hereby declares that all of the Real Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges created and described hereinbelow ("Provisions"); all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Real Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Real Property, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall run with the Real Property and shall be binding upon all persons having any right, title or interest in the Real Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Real Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successor-in-interest and each Owner and its respective successors-in-interest, and may be enforced by any Owner and its successors-in-interest, and by the Association (as hereinafter defined).

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the Real Property and construction of improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any property in the Real Property owned by Declarant or the Association, nor Declarant's right to post signs incidental to construction, sales or leasing.

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Real Property described above and in the additional properties which may be annexed thereto pursuant to the provisions of this instrument, to create a corporation under the Arkansas Nonprofit Corporation Act of the State of Arkansas to which will be delegated and assigned the powers of owning, maintaining and administering the Common Areas and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges hereinafter created.

Declarant will or has caused such corporation, the Members of which shall be the respective Owners of Lots in the Real Property, and Owners of the Lots in the Real Property annexed pursuant to this Declaration, to be formed for the purpose of exercising the functions aforesaid.

Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following Provisions which, subject to being amended or cancelled as hereinafter provided, shall be and remain in full force and effect until perpetually unless and until amended or terminated as hereinafter provided, to-wit:

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ARTICLE I. DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Architectural Control Committee" shall mean the committee comprised of the three (3) persons appointed by Declarant or the Board and shall exercise the approval authority conferred pursuant to Article X hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of the State of Arkansas.

Section 3. "Assessment" shall mean collectively the General Assessments, Capital Improvement Assessments, Special Assessments, and Reconstruction Assessments and any Assessments to be established and collected as provided in this Declaration or the By-Laws.

Section 4. "Association" shall mean the **Trade Winds Property Owners' Association Zone I, Inc.**, a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns.

Section 5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Section 6. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board as such By-Laws may be amended from time to time.

Section 7. "Capital Improvement Assessment" shall mean a charge against each Owner and its Lot, representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the Common Area which the Association may from time to time authorize.

Section 8. "Club Facilities" shall mean those areas permitted to be used by Owners pursuant to the Shared Facilities Agreement, subject to the terms of the Declaration of Covenants, Conditions, & Restrictions for Trade Winds Subdivision Zone III. Any reference in this Declaration to the rights of a party to use the Common Areas are limited by the reasonable rules, regulations, exclusions and limitations on use that the Board of the Trade Winds Zone III Association may establish for the Club Facilities. The Board of the Trade Winds Zone III Association may differentiate between parties within Trade Winds Subdivision Zone I, Trade Winds Subdivision Zone II, and Trade Winds Subdivision Zone III, and subgroups thereof, in the rights granted to use the Club Facilities. The Board of the Trade Winds Zone III Association may designate certain Club Facilities from time to time for the exclusive benefit of designated subgroups of Owners or subgroups of owners of Trade Winds Subdivision Zone I, Trade Winds Subdivision Zone II, and Trade Winds Subdivision Zone III. The Board of the Trade Winds Zone III Association may also permit members of the general public to use some or all of the Club Facilities subject to membership rules that may be established by the Board of the Trade Winds Zone III Association and to the terms of the Declaration of Covenants, Conditions, & Restrictions for Trade Winds Subdivision Zone III.

Section 9. "Common Areas" shall mean all the real property and improvements, including without limitation, landscaped areas, private alleys, private drives, walkways, access gates, creek, and fences which are owned or controlled by the Association for the common use and enjoyment of Owners; provided, certain portions of the Common Area may be set aside by the Association from time to time for the exclusive benefit of designated subgroups of Owners.

Section 10. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Areas (including unpaid General Assessments, Special Assessments, Reconstruction Assessments and Capital Improvement Assessments), including those costs not paid by the Owner responsible for payment; the costs of constructing, maintaining and repairing the common private alleys and private drives within the Development; the cost of maintain the parking lots (except parking areas exclusively for the benefit of one Lot); the cost of installing, maintaining and irrigating all landscaping; power washing common areas and adjoining rights-of-way; the costs of any and all commonly metered utilities, and other commonly metered charges for the Development; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefiting the Common Areas, and all recreational facilities thereon; the cost of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance, if any, covering the Common Areas; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Development, for the benefit of all of the Owners. The Association may allocate certain Common Expenses to subgroups of Owners, including without limitation those related to portions of the Common Areas that have been designated for the use of particular subgroups of Owners.

Section 11. "Declarant" shall mean and refer to Blue Ribbon Industries LLC, an Arkansas limited liability company, or any successor or assignee of such company.

Section 12. "Development" shall mean and refer to all of the Real Property described above which is subject to the Provisions of this Declaration and to the jurisdiction of the Association as provided herein.

Section 13. "General Assessment" shall mean the charge against each Owner and its Lot, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Development, including without limitation the Common Expenses, which are to be paid by each Owner to the Association, as provided herein and established by the Board.

Section 14. "Lot" shall mean and refer to any lot or parcel of land shown upon the recorded subdivision map of Trade Winds Subdivision Zone I, with the exception of the Common Areas.

Section 15. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 16. "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Lot or portion of a Lot (which may include owners under a Horizontal Property Regime) which is a part of the Development, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. An Owner does not include a tenant, lessee or mortgagee of a Lot.

Section 17. "Person" shall mean a natural individual or any other entity or trust with the legal right to hold title to real property.

Section 18. "Plat" shall mean the Final Plat of Trade Winds Subdivision Zone I, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 19. "PUD" shall mean that certain Planned Unit Development Plan with the City of Springdale that governs the Real Property.

Section 20. "Reconstruction Assessment" shall mean a charge against each Owner and its Lot, representing a portion of the costs to the Association for reconstruction of any portion or portions of the Improvements on the Common Area pursuant to the provisions of this Declaration.

Section 21. "Record, Recorded, Filed, and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Circuit Clerk and Ex-Officio recorder of Benton County, Arkansas.

Section 22. "Shared Facilities Agreement" shall mean that certain Shared Facilities Agreement by and among the Association, Trade Winds Zone II Association, and Trade Winds Zone III Association.

Section 23. "Special Assessments" shall mean a charge against a particular Owner and its Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for herein.

Section 24. "Trade Winds Subdivision Zone II" shall mean defined in and platted by that certain Final Plat of Trade Winds Subdivision Zone II, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 25. "Trade Winds Subdivision Zone III" shall mean defined in and platted by that certain Final Plat of Trade Winds Subdivision Zone III, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 26. "Trade Winds Zone II Association" shall mean the Trade Winds Property Owners' Association Zone II, Inc., a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns, serving as the property owners association of Trade Winds Subdivision Zone II.

Section 27. "Trade Winds Zone III Association" shall mean the Trade Winds Property Owners' Association Zone III, Inc., a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns, serving as the property owners association of Trade Winds Subdivision Zone III.

Section 28. "Unit" shall mean and refer to a building or unit (which may include space held for lease within a building, such as apartment units, or Horizontal Property Regime unit) located on a Lot or a portion of a Lot designed and intended for use and occupancy as a residence by a single family.

ARTICLE II. DESIGNATION OF LOTS, RIGHTS OF WAY, AND LAND USES

Section 1. Designation of Lots. Subject to approval by the City of Springdale pursuant to an amendment to the PUD, Declarant shall have the right and power, but not the obligation, to subdivide all or any portion of the Development owned by Declarant, without the necessity of the joinder of any other Person, into subparcels or Lots. Subject to approval by the City of Springdale pursuant to an amendment

to the PUD, Declarant shall have the further right and power, but only with respect to portions of the Development owned by Declarant and without the necessity of the joinder of any other Person, to withdraw its designation of any part thereof as a Lot, to redesignate previously designated areas thereof as a Lot having different boundaries and configurations from those previously described and to divide or subdivide a Lot into one or more Lots. An Owner, other than Declarant, may create platted Lots on its portion of the Development or modify any existing platted Lots on its portion of the Development only with the prior written approval of such action by the Association and approval by the City of Springdale pursuant to an amendment to the PUD.

Section 2. Designation of Streets, Utilities, and Other Rights of Way. Declarant shall have the right and power, from time to time, to dedicate, designate, reserve, or convey fee simple title to, or grant easements for, streets, utilities, or other rights of way in portions of the Property owned by Declarant. No Owner other than Declarant shall have the right to dedicate, designate, reserve, convey fee simple title, or grant easements for any streets, utilities, or other rights of way on any portion of the Development owned by such Owner unless such action is approved in writing by the Association.

Section 3. Use Designations. As further provided in Article IX, subject to approval by the City of Springdale pursuant to an amendment to the PUD, Declarant shall have the right and power, from time to time, to establish or change the approved land use or zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the Property. No Owner other than Declarant shall apply for any change the land use approved by Declarant or apply for any zoning change of any portion of the Property owned by such Owner unless such land use change or zoning change is approved in writing by the Association.

Section 4. Shared Facilities Agreement. The Association will enter into and maintain in effect the Shared Facilities Agreement with Trade Winds Zone II Association and Trade Winds Zone III Association concerning the operation, use, and maintenance of the Club Facilities. The Shared Facilities Agreement may be amended by the Board of the Trade Winds Zone III Association with the consent of the board of directors for the Association and Trade Winds Zone II Association, which consent shall not be unreasonably withheld. Each Owner shall be required to pay a monthly fee pursuant to the Shared Facilities Agreement, which may be included with the General Assessments if the Board of the Association so elects or may be separately billed to each Owner. Each Owner may also incur other charges related to the Shared Facilities Agreement, such as charges for badges or other identification to use the Club Facilities or fees charged under the Shared Facilities Agreement for the violation of rules or for the exclusive or semi-exclusive use of certain portions of the Club Facilities.

ARTICLE III. OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the portion of the Common Areas designated by the Association for the use and benefit of such Owner's Lot, which shall be appurtenant to and shall pass with title to such designated Lot, subject to the following:

- (a) The Articles of Incorporation and the By-Laws of the Association;
- (b) The right of the Association to establish rules and regulations pertaining to the use of the Common Area and all recreational facilities thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Areas as set forth herein;

(c) The right of the Association in accordance with the vote or written assent of the majority of the Board to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the rights of the Owners;

(d) The right of the Association to suspend the voting rights and right to use the Common Area facilities (or portions thereof) by an Owner for any period during which any Assessment against its Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association; provided that any suspension of such voting rights or right to use the Common Area facilities shall be made only by the Board after notice and an opportunity for a hearing;

(e) The right of Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Areas and the facilities thereof, without charge, for sales, display, access, ingress, egress and exhibit purposes, which right Declarant hereby reserves; and

(f) The right of the Association to designate certain portions of the Common Area for the exclusive use and benefit of particular subgroups of Owners.

Section 2. Delegation of Use. Any Owner may permit the members of its family, its tenants, or contract purchasers who reside in its Unit to use the Common Area and Club Facilities that such Owner is otherwise permitted to use, subject to reasonable regulation by the Board.

Section 3. Easements for Parking. Temporary guest or recreational parking shall be permitted within the Common Areas only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association, through its officers, committees and agents is hereby empowered to establish "parking" and "no parking" areas within the Common Areas as well as to enforce these parking limitations by all means lawful, including the removal of any violating vehicle by those so empowered. The Association and the Declarant are permitted to establish parking areas that are for the exclusive use and benefit of particular Owners or their tenants.

Section 4. Easements for Vehicular Traffic. In addition to the general easements for use of the Common Areas reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Development, that each and every Owner shall have a non-exclusive easement appurtenant for vehicular traffic over all private alleys and private drives within the Development, subject to the parking provisions set forth in Section 3 of this Article III. The private alleys and private drives shown on the Plat shall be for the use and benefit of the Lot Owners and the owners of the Development.

Section 5. Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of its Lot.

ARTICLE IV. MEMBERSHIP IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association, and no Owner shall have more than one membership in the Association. Memberships in the Association shall not be assignable, except to the successors-in-interest of the Owner, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such

Lot shall be the sole qualification for membership in the Association. For the purpose of clarity, the term "Owner" does not include tenants and a tenant of an Owner is not a Member of the Association and has none of the rights of the Owner under this Declaration. A tenant's rights are limited to those rights of use, but not voting or membership, as may be delegated pursuant to Article III, Section 2.

Section 2. Transfer. The Association membership held by any Owner of a Lot shall not be transferred, assigned, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A Class A Member who has sold its Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such purchaser its membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and Assessments attributable to its Lot until fee title to the Lot sold is transferred. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Association. The Board shall have the right to charge a reasonable Special Assessment against any Owner, and its Lot, equal to the cost to the Association of effectuating any such transfer of his membership upon the books of the Association.

ARTICLE V. VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B Membership as provided below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with Article V, Section 2 of this Declaration, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant and it shall be entitled to one hundred (100) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (a) When the total votes outstanding in the Class A membership has 100% of the total votes outstanding; or
- (b) When Declarant records a notice in the real property records of Benton County, Arkansas expressly terminating the Class B Member category.

Declarant may assign its rights as Declarant under this Declaration to another party by expressly designating such party as the new Declarant and recording such assignment in the real property records of Benton County, Arkansas.

Section 2. Vote Distribution. Except as provided in Article V, Section 1 above, members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership;

provided, the Class B Member may veto, without being subject to override, any decision requiring a vote. When more than one person holds such interest or interest in any Lot ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the Class A vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of its co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such co-owners cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

ARTICLE VI. DUTIES AND POWERS OF ASSOCIATION

Section 1. General. The Association, acting through the Board, shall also have the power and duty to:

- (a) Maintain, repair and otherwise manage the Common Areas and all facilities, Improvements and landscaping thereon;
- (b) Maintain all private alleys, private drives, and parking lots (exclusive of the driveways and parking lots located on each Lot that are exclusive only for the use of such Lot) within the Development including cleaning and periodic resurfacing;
- (c) Maintain all street signs that are custom and not maintained by the City of Springdale, which maintenance will include replacing damaged or missing street signs within 48 hours of receiving notice of such and maintaining a reserve fund for such replacement;
- (d) Maintain such policy or policies of liability and fire insurance with respect to the Common Areas and personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association;
- (e) Employ or contract with a professional manager, which may be an affiliate of Declarant, to perform all or any part of the duties and responsibilities of the Association and shall have the power to delegate its powers to committees, officers and employees; and
- (f) Grant easements, rights of way, or strips of land where necessary, for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Lots.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply. Unless at least 67% of the first mortgagees or Members representing at least 67% of the total Association vote consent, the Association shall not:

- (i) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection), subject to approval by the City of Springdale pursuant to an amendment to the PUD;
- (ii) Change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Development regarding assessments for Communities or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);
- (iii) Change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance, or maintenance of Lots and the Common Area (the amendment of governing documents shall not constitute a change, waiver, or abandonment within the meaning of this provision);
- (iv) Fail to maintain insurance, as required by this Declaration; or
- (v) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of property.

First mortgagees may, jointly or singly, pay taxes or other charges that are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage on the lapse of an Association policy and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE VII. ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation for Assessments.** Declarant, for each Lot owned by it within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) General Assessments for Common Expenses; (2) Capital Improvement Assessments; (3) Special Assessments; and (4) Reconstruction Assessments; such Assessments to be established and collected as hereinafter provided. Such Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due, subject to provisions of this Declaration protecting first Mortgages, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Owner; provided, any delinquent Assessments shall also remain the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due in addition to the successor-in-title of such Owner.

Section 2. **Purpose of General Assessments.** The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvement and maintenance of the Common Areas and of the Units situated upon the Lots in the Development as provided herein.

Section 3. **Damage to Common Area by Owners.** Maintenance, repairs or replacements within the Common Areas arising out of or caused by the willful or negligent act of the Owner, its family,

guests, tenants, employees, agents, licensees, or invitees shall be done at said Owner's expense or a Special Assessment therefor shall be made against its Lot.

Section 4. Basis of General Assessment. The Board may establish any rate of General Assessment as the Board deems reasonable.

Section 5. Capital Improvements and Reconstruction Assessments. In addition to the General Assessments authorized above, the Board may levy from time to time a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of and construction, reconstruction, repair, or replacement of a Capital Improvement or other such addition upon the Common Area, including fixtures and personal property related thereto.

Section 6. Rate of Assessment. Rates may also be allocated, at the discretion of the Association, based on the particular Common Areas or Club Facilities that a subgroup of Owners have the right to use to the exclusion of other Owners. Subject to the provisions of Section 3 of this Article, the Association may levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests, or agents. All General Assessments shall be collected on a regular basis by the Board at such frequency as the Board shall determine. The Board may establish different rates of General Assessment, Capital Improvement Assessments, and Reconstruction Assessments for any Lots owned by Declarant.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments herein:

- (a) All property now or subsequently dedicated to and accepted by a local public authority or utility will only be responsible for any Assessments, as outlined in this section, if that local public authority or utility has agreed to assume the maintenance and expense of that property. Nothing in this section allows for the payment of Assessments for any streets, drainage system, or other improvement that is maintained by a local public authority or utility;
- (b) The Common Areas; and
- (c) All Lots owned by Declarant until 85% of the Lots are sold by Declarant at which time Declarant shall pay 50% of the Assessments on Lots owned by Declarant.

ARTICLE VIII. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments: Remedies of the Association. Any installment of General Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at the rate of eight percent (8%) per annum or the highest amount of interest allowed by law, whichever is greater. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge of \$100.00 or five percent (5%) of the amount of the delinquent installment, whichever is greater, as liquidated damages for the administrative expenses the Association is likely to incur as a result of such late payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of its Lot. If any installment of a General Assessment is not paid within thirty (30) days after its due date, the Board may

mail an acceleration notice to the Owner and to each first mortgagee of a Lot that has requested a copy of the notice. The notice shall specify: (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the General Assessment, Special Assessment or Reconstruction Assessment for the then current fiscal year and sale of the Lot. The notice shall further inform the Owner of its right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of General Assessment, Special Assessment, or Reconstruction Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual General Assessment or the then-current Special Assessment or Reconstruction Assessment to be immediately due and payable without further demand and may enforce the collection of the full General Assessment, Special Assessment or Reconstruction Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 2. Notice of Assessment. No action shall be brought to enforce any Assessment lien herein unless at least thirty (30) days have expired following the date a Notice of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Association in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas; said Notice of Assessment must recite a legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at ten percent (10%) per annum or the highest amount of interest allowed by law, whichever is greater, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said liens, and the name and address of the claimant. Such Notice of Lien shall be signed and acknowledged by an officer of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. Any foreclosure action provided for above may be conducted by the Board, its attorneys, or other persons authorized by the Board in the same manner as would be the foreclosure of a defaulted mortgage under the laws of Arkansas or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to credit the amount of Assessments due plus interest and costs and expenses against its bid and shall have the power to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which Notice of Lien was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, and recording such release. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee.

Section 5. Cumulative Remedies. The Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any Mortgage made in good faith and for value and recorded prior to the date on which the Assessment came due. Sale or transfer of any Lot pursuant to mortgage foreclosure

or deed in lieu thereof shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX. LAND USE

Section 1. General Restrictions. The Real Property herein platted shall be held, owned, and used only for residential purposes. No Lot shall be subdivided without written consent of the Declarant or the Association and approval by the City of Springdale pursuant to an amendment to the PUD. No structures shall be erected, altered, placed, or permitted to remain on any Lot other than residential buildings. No Lot shall be improved, used, or occupied for other than for residential purposes.

Section 2. Residential Restrictions. All portions of any Unit shall be used only for residential use and may not be used for any commercial or industrial purposes and shall be subject to all of the use restrictions set forth in this Declaration and any other covenants, rules, and regulations created by the Board for such Unit. Home offices are permitted as long as they do not generate significant foot traffic, noise, or other disruptions to neighbors. Residents must maintain their properties in a clean, well-kept manner, free from excessive noise, nuisances, and any activities that may disturb neighboring properties. Landscaping, exterior lighting, and other outdoor features must be maintained to a high standard of safety and aesthetics. Waste must be disposed of properly, and noise levels must be kept to a minimum, especially during evening hours. Units may not be used for short-term vacation rentals, automotive repairs that generate noise or visible storage, or any activities or uses that involve frequent visitors or deliveries beyond what is typical for residential areas.

ARTICLE X. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. The Association shall have an Architectural Control Committee, consisting of at least three (3) persons or more if so designated by the Association. As long as Declarant shall own one or more of the Lots, the members of the Architectural Control Committee, and all vacancies, shall be appointed by Declarant. In the event Declarant desires to relinquish its authority to appoint members of the Architectural Control Committee, it shall notify the Board and the City of Springdale, and all vacancies shall thereafter be appointed by the Board.

Section 2. Function of Architectural Control Committee. No Improvement shall be constructed or maintained upon any Lot or Common Area, and no alteration or repainting to the exterior of a structure shall be made and no landscaping to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and Lot plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of the plans, specifications, and lot plans as finally approved shall be deposited with the Architectural Control Committee. No trees shall be removed without prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Content of Plans and Specifications. The plans and specifications to be submitted and approved shall include the following:

- (a) A topographical plot showing existing contour grades and the location of all improvements, structures, walks, driveways, fences, and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the lot contours is contemplated.
- (b) Exterior elevations.
- (c) Exterior materials, colors, textures, and shapes.
- (d) Structural design.
- (e) Landscaping plan, including mailboxes, walkways, fences and walls, elevation changes, watering systems, vegetation, and ground cover.
- (f) Parking area and driveway plan.
- (g) Screening, including site, location, and method.
- (h) Utility connections.
- (i) Exterior illumination, including location and method.
- (j) Fire protection system.
- (k) Signs, including size, shape, color, location, and materials.
- (l) Proposed uses.
- (m) Floor plans.

Section 4. Definition of "Improvement". Improvement shall mean and include all buildings, roofed structures, parking areas, driveways, fences, walls, hedges, mass plantings, poles, swimming pools, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of the property and which may not be included in any of the foregoing. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude that does not materially change exterior colors or exterior appearances.

Section 5. The Basis of Approval. Approval of plans and specifications shall be based on the PUD, adequacy of Lot dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and Lots, proposed use, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of the protective covenants. The Architectural Control Committee shall establish certain architectural guidelines, which shall be approved by the Board (the "Architectural Guidelines"), and all plans and specifications must comply with Architectural Guidelines then in force and effect. However, the Architectural Control Committee may approve exceptions to the Architectural Guidelines by a vote of at least 75% of the members of the Architectural Control Committee. The current Architectural Guidelines shall be available at the office of the Association or the office of the Declarant. Changes to the Architectural Guidelines must have prior approval by the City of Springdale through an amendment to the PUD.

Section 6. Majority Vote. A favorable vote of the majority of the members of the Architectural Control Committee is required for approval or disapproval of proposed Improvements.

Section 7. Failure of Committee to Act. If the Architectural Control Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within sixty (60) days after submittal, they shall be deemed approved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may then reject them entirely, partially, or conditionally approve them.

Section 8. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration because of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

Section 9. Reasonable Fee. The Architectural Control Committee may charge any Owner a reasonable fee for its services in reviewing that Owner's proposed plans and specifications.

ARTICLE XI. MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including tenants) of any part of the Development shall jointly and severally have the duty and responsibility to keep that part of the Development so owned or occupied, including buildings, improvements, and grounds, in a well-maintained, safe, clean, and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- (a) Complying with all governmental health and police requirements.
- (b) Repainting of improvements.
- (c) Repair of exterior damages to improvements.
- (d) Maintaining private alleys, private drives, and drainage systems (including underground drainage systems), per maintenance requirements found in Article VI, to the extent such alleys, drives, or drainage systems are not maintained by a public entity.

Any maintenance hereinabove described or required of the Owners and occupants may be provided by the Association and the Association shall have the authority to levy Assessments on the Owners benefiting from such maintenance.

Section 2. Enforcement. If, in the opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the 10-day period, then the Association, through its authorized agent or agents, shall have the right and power to enter the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. Notwithstanding the foregoing, such ten (10) day notice period shall not be required in the event the Association elects to repair an emergency situation. The Owners and occupants (including tenants) of any part of the Development on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the

Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally and shall constitute a lien against that portion of the Development on which work was performed. This lien shall have the same attributes as the lien for Assessments and Special Assessments set forth in Article VII, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE XII. COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon all Lots and Common Areas for the benefit of all Lots and Common Areas and may be enforced by Declarant, any Owner, or the Association through any remedy available at law or in equity.

1. *Licensed Contractor.* All improvements constructed on any Lots or Common Areas must be constructed by licensed and bonded contractors properly licensed with the Contractors Licensing Board of the State of Arkansas. All contractors meeting these requirements must further be approved by the Architectural Control Committee in its sole and absolute discretion.

2. *Construction.* No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee. Except for the Developer, construction shall be commenced within two (2) years of the acquisition of title to any Lot and shall be completed with continued diligence after the commencement of construction.

3. *Setback Requirements.* No buildings shall be located on any Lot nearer to the front or rear lot lines than the minimum setback lines shown on the Plat without approval of the City of Springdale through an amendment to the PUD.

4. *Easements.* Access easements for installation and maintenance of utilities and drainage of facilities and for pedestrian traffic are reserved in the rights of way of drives and roads or as shown on the recorded plat. Temporary construction easements are reserved over all Lots for the purpose of permitting the orderly and efficient construction of improvements on adjoining Lots; provided, any such use of a temporary construction easement shall be done in a commercially reasonable manner calculated to minimize the disruption of the Lot where the temporary construction easement is utilized.

5. *Oil and Mineral Operations.* No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

6. *Land Use.* No immoral, improper, offensive, or unlawful use shall be made of any Lot or any part thereof, and all valid laws, ordinances, zoning, by-laws, rules, and regulations of all governmental bodies having jurisdiction shall be observed.

7. *Noxious Activity.* No noxious or offensive trade or activity and no adult business shall be carried on upon any Lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves, cuttings, ashes, or other refuse be thrown, placed or dumped upon any vacant Lot, street, road or common areas, nor on any Lot unless placed in a container suitable for garbage pickup (meeting adopted City requirements for solid waste management); nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

8. *Cesspool.* No leaching cesspool shall ever be constructed or used on any Lot.

9. *Exterior Lighting.* Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to unreasonably disturb the adjacent Lots.

10. *Animals and Pets.* No animals or poultry shall be kept on any Lot or Common Area except service animals and a reasonable number of ordinary household pets belonging to a household. All pets must be kept indoors, within adequately fenced yards, or on leashes at all times. The Association may prohibit or restrict breeds of dogs considered dangerous by the Association, including without limitation some or all of the following or mixes thereof: Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Akitas, Bull Terriers, Bull Mastiffs, Malamutes, Doberman Pinschers, Rottweilers, Chow Chows, Rhodesian Ridgebacks, and any wolf, coyote or other wild dog breed mix.

11. *Signs.* Except as provided in this paragraph, no signs, plaques, or communication of any description shall be placed on the exterior of any Lot or Common Area by an Owner. No yard signs shall be permitted on any Lot except for (1) one temporary sign advertising the property for sale or lease, (2) political signs displayed no earlier than 30 days before and removed within 5 days after an election, and (3) small security or contractor signs not exceeding 12x12 inches, which may be displayed while work is in progress and removed upon completion. All permitted signs must be maintained in good condition and shall not be illuminated. Any signs deemed unsightly, excessive, or inconsistent with the community's appearance standards may be subject to removal at the discretion of the Association.

12. *Nuisances.* No nuisances shall be allowed on any Lot, nor shall any use or practice be allowed which is a source of annoyance to other Owners or which interferes with their right of quiet enjoyment, provided, ordinary construction activities related to the construction, maintenance, and repair of improvements on a Lot shall not be considered a nuisance. Vehicles may not be parked in the grass.

13. *Right of Access for Inspection.* Each Owner hereby grants a right of access to its Lot to the Association, any managing agent of the Association, and/or any other person authorized by the Association or the managing agent for the purpose of making inspections or for the purpose of correcting any conditions originating in its Lot and threatening another Lot or any Common Area, or for the purpose of performing installations, alterations, or repairs to the parts of the Lot over which said persons have control and/or responsibility for maintenance. Reasonable efforts shall be used to notify an Owner before entering non-public areas of a Lot. In case of an emergency, this right of entry shall be immediate whether the Owner is present or notified or not.

14. *Access.* No obstruction shall be placed in a manner that blocks access between Lots unless approved by the Architectural Control Committee.

15. *Street Signs and Sign Poles.* All street signs and sign poles shall be constructed in accordance with the design guidelines attached as **Exhibit B**.

16. *Fences.* All fences within the Development must uphold the Development's high standards of quality and aesthetics. Fences are permitted only in approved materials, such as wood, wrought iron, or vinyl in neutral colors, with chain-link, barbed wire, or industrial-style fencing strictly prohibited. Fences must not exceed six (6) feet in height and may only be placed within property boundaries, with the finished side facing outward. Front yard fences are prohibited. All fences must be meticulously maintained, kept clean, and free of rust or deterioration; prompt repair or replacement of damaged sections is required to preserve the community's upscale appearance. Fences may not be used for hanging items, except for temporary holiday decorations, which must be removed shortly after the holiday. No fence will be constructed without the approval of the Architectural Control Committee.

17. *Alleys.* To the extent that there are any private alleys or private drives within the Development that are the responsibility of the Association to maintain, the Association shall establish and maintain a dedicated reserve fund from the General Assessments specifically for future maintenance and repairs of the private alleys and private drives, ensuring sufficient funds are available for long-term upkeep. Parking within the private drives and private alleys will be subject to the rules and regulations established from time to time by the Association; provided, in all events, Owners and visitors are prohibited from parking in any manner that obstructs traffic or hinders emergency access. The rules may include fees for improper parking and the right of the Association to tow violating vehicles. The Association is obligated to enforce the parking rules and will contract with a towing company to ensure compliance, authorizing the towing of vehicles in violation of these rules at the owner's expense. By upholding these maintenance and parking standards, the Association ensures that the private alleys and private drives contribute to the Development's high standards of safety, convenience, and appearance.

18. *Zero Lot Line Homes—Special Provisions.* For purposes of this paragraph, a "Zero Lot Line" home is defined as a Unit constructed on or very near one side boundary of the Lot, with little or no setback, so that one side of the home directly adjoins the property line of the neighboring Lot. For Zero Lot Line homes, the Owners of adjoining Lots shall work cooperatively to maintain the areas along shared property lines. Each Owner is responsible for keeping their side of the property clean, safe, and well-maintained, including any fencing, walls, landscaping, or other shared features along the boundary. Where maintenance or repairs are necessary to shared structures, including but not limited to walls or fencing, adjoining owners shall equitably share the costs, with expenses divided based on the proportional benefit to each party. Both Owners of adjoining Zero Lot Line homes must mutually agree upon any alterations, significant repairs, or replacements to shared structures in advance. In the event of a dispute regarding maintenance or costs, the Association may mediate to facilitate a fair resolution. This cooperative maintenance requirement helps preserve property values and ensures a cohesive, well-kept appearance throughout the Development.

ARTICLE XIII. EASEMENTS; UTILITIES

Section 1. Utility, Drainage, and Drive Easements. Easements of way for private alleys and private drives are shown on the Plat, and the persons, firms, or corporations engaged in supplying public utility services, the same being, without limitation, the generality of the foregoing, electric power, gas, telecommunication, cable television, water, and sewer, shall have the right to use and occupy said easements for the installation, maintenance, repair, and replacement of such utility services. Easements for the installation, maintenance, repair, and replacement of utility services, sewer, and drainage have heretofore been reserved, said easements being of various widths, reference is hereby made to the Plat for a more specific description of width and location thereof. The electric and telecommunication facilities are underground, and it is necessary for the electric and telecommunication utilities to have special provisions to protect their facilities. Any alterations or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited, which would result in there being less than 30 inches of clearance either vertically or horizontally between the surface grade and the underground electric cables and conductors supplying electric power and service unless approved by the Architectural Control Committee. The electric distribution transformer stations and service pedestals are located on surface grade. Any fills within the area of the said easements and upon the lands adjacent thereto which will damage or will interfere with the installation, maintenance, operation, and replacement of the electric and telecommunication cables facilities and equipment and the supplying of service from such equipment are also prohibited. No trees, incinerators, structures, buildings, or similar improvements shall be grown, built, or maintained within the area of such utility easements. No excavations within the area of such easements for the erection of any fences (wood, wire, stone, or brick) or for any of the purposes shall be

made that would interfere with the installation, maintenance, repair, and replacement of any utility service. In the event any trees, incinerators, structures, buildings, fences, pavement, or similar improvements shall be grown, built, or maintained within the area of such easement, no utility will be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

Section 2. General Easements. Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners for the control, maintenance, and repair of the utilities of adjoining Lot Owners. Declarant expressly reserves for the benefit of all of the Real Property in the Development, and the Owners, reciprocal easements of access, ingress, and egress over all Lots, and over the Common Area, for the use and enjoyment of the Lots in accordance with this instrument, including without limitation, for installation and repair of utility services, for drainage over, across and upon adjacent Lots for water resulting from the normal use of adjoining Lots, for maintenance and repair of any Unit. Such easements may be used by Declarant, its successors, purchasers, and all Owners, their guests, agents, tenants, licensees, and invitees, residing on or temporarily visiting the Development, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area. No Owner of a Lot shall interfere with the established drainage pattern over its Lot from adjoining or other Lots. Each Owner of a Lot shall make adequate provision for drainage in the event it changes the established drainage over its Lot. For purposes of this instrument, "Established Drainage" or words of similar effect on any Lot is defined as the drainage pattern and facilities in existence at the time that such Lot is conveyed to a purchaser from Declarant. In the event that any Unit encroaches upon the Common Area and facilities as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Development, a valid easement for encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Declarant and the Lot Owners of each Lot on which there is constructed an Unit along or adjacent to said Lot line shall have an easement appurtenant to said Lot over the Lot line to and over the adjacent Lot, for the purposes of accommodating any natural movement or settling of any Unit located on said Lot, any encroachment of any Unit due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs, and architectural features as parts of the original construction of any Unit located on said Lot.

Section 3. Utilities. All Owners of Lots shall install and maintain in conformity with applicable code requirements and other regulations, underground service laterals and/or electric service entrance conductors of adequate capacity. All owners of Lots shall dig and backfill in conformity with applicable code requirements and other regulations.

ARTICLE XIV. INSURANCE, INDEMNIFICATION, AND EMINENT DOMAIN

Section 1. Indemnification. Each Owner shall indemnify, defend, and hold harmless the other Owners from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its Lot, except to the extent caused by the negligence or intentional misconduct of the party to be indemnified.

Section 2. Insurance.

- (a) Each Owner of any portion of the Development shall procure and maintain in full force and effect throughout the term of its ownership commercial general liability insurance and property damage insurance against claims for personal injury, death, or property damage occurring upon, in or about its property, each Owner's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for property damage. Each

Owner shall provide the Association and the Declarant with evidence of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Declaration. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the Association and the Declarant and shall name the Association and the Declarant as an additional insured. The insurance limits required by this Section are not a limit on the liability of a party. The Association may, from time to time, increase the limits of insurance required hereby if deemed reasonable by the Association.

(b) At all times during the term of this Declaration, each Owner shall keep all improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause (or its equivalent) in effect from time to time in Arkansas, with such insurance to be for the full replacement value of the insured improvements. Each Owner shall promptly repair any casualty damage occurring on its property, regardless of the availability of insurance proceeds. If an Owner elects not to rebuild after a casualty, such Owner shall promptly raze such improvements, remove all debris, restore such property to be in compliance with all applicable laws, rules, and regulations, and restore such property to an aesthetically pleasing condition.

(c) Each Owner of any portion of the Development for itself and its property insurer hereby releases the other owners of portions of the Development from and against any and all claims, demands, liabilities, or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party was carrying that insurance.

(d) The Association shall have the authority to waive or reduce the insurance requirements of this Section and/or require alternative insurance.

Section 3. Eminent Domain.

(a) *Owner's Right to Award.* Nothing herein shall be construed to give an Owner any interest in any award or payment made to another Owner in connection with any exercise of eminent domain or transfer in lieu thereof.

(b) *Collateral Claims.* All other Owners may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another Owner so long as such claims do not reduce the amount payable to the Owner whose property is taken.

(c) *Tenant's Claim.* Nothing in this Section shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between such tenant and Owner for all or a portion of any such award or payment.

(d) *Restoration of Easements.* The Owner of any portion of the easements granted by this Declaration that are condemned shall promptly repair and restore the remaining portion of the

easements within its respective Lot as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

ARTICLE XV. GENERAL PROVISIONS

Section 1. Enforcement. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any Owner of a Lot, or the mortgagee of an Owner, or any utility company owning utility facilities in any utility easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations. The remedy at law, in such event, is hereby agreed to be inadequate, and a suit in equity for an injunction to prevent breach or violation of the Provisions is agreed to as a proper remedy. Declarant, for itself and all future Owners, declared that it is not its intent to confer any right of action upon owners of adjacent or nearby properties for breach of the Provisions, the same being for the benefit only of Owners and their mortgagees.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Areas. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter. This Declaration shall be governed by Arkansas law, and any disputes arising under this Declaration shall be adjudicated in courts having jurisdiction within Benton County, Arkansas.

Section 4. Public Rights or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Development to the public or for any public use except as otherwise shown on the Plat or as otherwise expressly provided in this Declaration.

Section 5. No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Development or any portion of the Development, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a planned development, except as specifically and expressly set forth herein.

Section 6. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by nationally recognized courier, or by ordinary mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the applicable Unit of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies, or acquires any right, title, estate, or interest in or to any Lot or other portion of the Development does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Development or any portion thereof.

Section 8. Attorneys' Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorneys' fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

Section 9. Jury Waiver. EVERY PERSON WHO OWNS, OCCUPIES, OR ACQUIRES ANY RIGHT, TITLE, ESTATE, OR INTEREST IN OR TO ANY LOT OR OTHER PORTION OF THE DEVELOPMENT DOES AND SHALL BE CONCLUSIVELY DEEMED TO HAVE UNCONDITIONALLY WAIVED THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT TO ENFORCE OR INTERPRET THE TERMS OF THIS DECLARATION. THIS PROVISION DOES NOT APPLY TO THE CITY.

Section 10. Amendments. Any amendments require the approval of the City of Springdale through an amendment to the PUD. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration without the consent of any other Owner if such amendment is necessary to (i) bring this Declaration in compliance with any rule, regulation or requirement of the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Federal Home Loan Corporation; or (ii) make corrective changes.

Section 11. Severability. If any provisions of this Declaration or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid provision does not materially affect the rights of the parties hereto, the remainder of this Declaration and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[Signatures Follow]

IN WITNESS WHEREOF, Declarant has hereunto caused these presents to be executed by its duly authorized officers on the _____ day of _____, 2025.

BLUE RIBBON INDUSTRIES LLC,
an Arkansas limited liability company

By: _____
Alexander Blass, Manager

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day, before me, a Notary Public, duly commissioned, qualified, and acting, within and for the said county and state, appeared in person the within named Alexander Blass, to me personally well known, who stated that he was the Manager of **Blue Ribbon Industries LLC**, an Arkansas limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument or the consideration, uses, and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

[S E A L]

EXHIBIT A

[THE REAL PROPERTY]

EXHIBIT B

[SIGN POLE INSTALLATION GUIDE
AND CLASSIC BLADE TRIM INSTALLATION GUIDE]

This Instrument Prepared By
and After Recording Return to:

J. Cliff McKinney
 Quattlebaum, Grooms & Tull PLLC
 111 Center Street, Suite 1900
 Little Rock, Arkansas 72201
 501-379-1700

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
("DECLARATION")
FOR
TRADE WINDS SUBDIVISION ZONE II

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, BLUE RIBBON INDUSTRIES LLC, an Arkansas limited liability company, hereinafter called "Declarant" is the owner of lands lying in the City of Springdale, County of Benton, State of Arkansas, more particularly described on **Exhibit A** hereto (the "Real Property");

WHEREAS, it is deemed desirable that the Real Property be subdivided into building lots and Common Areas (as hereinafter defined) as shown on the attached plat, and the Real Property be held, owned and conveyed subject to the protective covenants herein contained;

NOW, THEREFORE, Declarant, for and in consideration of the benefits to accrue to it, which benefits it acknowledges to be of value, has caused to be made a plat titled Final Plat [REDACTED], City of Springdale, Benton County, Arkansas, signed by [REDACTED] of [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED] (the "Plat"), and showing the bounds and dimensions of the Real Property now being subdivided into Lots and Common Areas. There are shown on said plat certain public easements for access, ingress, and egress for which Declarant hereby donates and dedicates to and for the use of the City of Springdale. There are also shown on said plat certain easements for drainage and utilities for which Declarant hereby donates and dedicates to and for the use of the City of Springdale and public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, telecommunications, water and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services, and to the extent set forth herein only, to the owners of abutting Lots, to use and occupy such easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. Said utility easements shall also be subject to use by the owners of abutting Lots for the purpose of installing and maintaining such underground electric, cable, and telecommunication service conductors as may be necessary to connect the service lines of owners to the service pedestals installed by said utilities and for other purposes.

The filing of this Plat and Declaration for record in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, will be a valid and complete delivery and dedication of the easements subject to the limitations herein set out.

The lands embraced in said Plat shall be forever known as "Trade Winds Subdivision Zone II, an Addition to the City of Springdale, Benton County, Arkansas," and any and every deed of conveyance for any Lot in said Addition describing the same by the number or numbers shown on said Plat shall always be deemed a sufficient description thereof.

Declarant hereby declares that all of the Real Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges created and described hereinbelow ("Provisions"); all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Real Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Real Property, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall run with the Real Property and shall be binding upon all persons having any right, title or interest in the Real Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Real Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successor-in-interest and each Owner and its respective successors-in-interest, and may be enforced by any Owner and its successors-in-interest, and by the Association (as hereinafter defined).

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the Real Property and construction of improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any property in the Real Property owned by Declarant or the Association, nor Declarant's right to post signs incidental to construction, sales or leasing.

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Real Property described above and in the additional properties which may be annexed thereto pursuant to the provisions of this instrument, to create a corporation under the Arkansas Nonprofit Corporation Act of the State of Arkansas to which will be delegated and assigned the powers of owning, maintaining and administering the Common Areas and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges hereinafter created.

Declarant will or has caused such corporation, the Members of which shall be the respective Owners of Lots in the Real Property, and Owners of the Lots in the Real Property annexed pursuant to this Declaration, to be formed for the purpose of exercising the functions aforesaid.

Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following Provisions which, subject to being amended or cancelled as hereinafter provided, shall be and remain in full force and effect until perpetually unless and until amended or terminated as hereinafter provided, to-wit:

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ARTICLE I. DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Architectural Control Committee" shall mean the committee comprised of the three (3) persons appointed by Declarant or the Board and shall exercise the approval authority conferred pursuant to Article X hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of the State of Arkansas.

Section 3. "Assessment" shall mean collectively the General Assessments, Capital Improvement Assessments, Special Assessments, and Reconstruction Assessments and any Assessments to be established and collected as provided in this Declaration or the By-Laws.

Section 4. "Association" shall mean the Trade Winds Property Owners' Association Zone II, Inc., a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns.

Section 5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Section 6. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board as such By-Laws may be amended from time to time.

Section 7. "Capital Improvement Assessment" shall mean a charge against each Owner and its Lot, representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the Common Area which the Association may from time to time authorize.

Section 8. "Club Facilities" shall mean those areas permitted to be used by Owners pursuant to the Shared Facilities Agreement, subject to the terms of the Declaration of Covenants, Conditions, & Restrictions for Trade Winds Subdivision Zone III. Any reference in this Declaration to the rights of a party to use the Common Areas are limited by the reasonable rules, regulations, exclusions and limitations on use that the Board of the Trade Winds Zone III Association may establish for the Club Facilities. The Board of the Trade Winds Zone III Association may differentiate between parties within Trade Winds Subdivision Zone I, Trade Winds Subdivision Zone II, and Trade Winds Subdivision Zone III, and subgroups thereof, in the rights granted to use the Club Facilities. The Board of the Trade Winds Zone III Association may designate certain Club Facilities from time to time for the exclusive benefit of designated subgroups of Owners or subgroups of owners of Trade Winds Subdivision Zone I, Trade Winds Subdivision Zone II, and Trade Winds Subdivision Zone III. The Board of the Trade Winds Zone III Association may also permit members of the general public to use some or all of the Club Facilities subject to membership rules that may be established by the Board of the Trade Winds Zone III Association and to the terms of the Declaration of Covenants, Conditions, & Restrictions for Trade Winds Subdivision Zone III.

Section 9. "Common Areas" shall mean all the real property and improvements, including without limitation, landscaped areas, private alleys, private drives, walkways, access gates, creek, and fences which are owned or controlled by the Association for the common use and enjoyment of Owners; provided, certain portions of the Common Area may be set aside by the Association from time to time for the exclusive benefit of designated subgroups of Owners.

Section 10. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Areas (including unpaid General Assessments, Special Assessments, Reconstruction Assessments and Capital Improvement Assessments), including those costs not paid by the Owner responsible for payment; the costs of constructing, maintaining and repairing the common private alleys and private drives within the Development; the cost of maintain the parking lots (except parking areas exclusively for the benefit of one Lot); the cost of installing, maintaining and irrigating all landscaping; power washing common areas and adjoining rights-of-way; the costs of any and all commonly metered utilities, and other commonly metered charges for the Development; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefiting the Common Areas, and all recreational facilities thereon; the cost of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance, if any, covering the Common Areas; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Development, for the benefit of all of the Owners. The Association may allocate certain Common Expenses to subgroups of Owners, including without limitation those related to portions of the Common Areas that have been designated for the use of particular subgroups of Owners.

Section 11. "Declarant" shall mean and refer to Blue Ribbon Industries LLC, an Arkansas limited liability company, or any successor or assignee of such company.

Section 12. "Development" shall mean and refer to all of the Real Property described above which is subject to the Provisions of this Declaration and to the jurisdiction of the Association as provided herein.

Section 13. "General Assessment" shall mean the charge against each Owner and its Lot, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Development, including without limitation the Common Expenses, which are to be paid by each Owner to the Association, as provided herein and established by the Board.

Section 14. "Lot" shall mean and refer to any lot or parcel of land shown upon the recorded subdivision map of Trade Winds Subdivision Zone II, with the exception of the Common Areas.

Section 15. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 16. "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Lot or portion of a Lot (which may include owners under a Horizontal Property Regime) which is a part of the Development, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. An Owner does not include a tenant, lessee or mortgagee of a Lot.

Section 17. "Person" shall mean a natural individual or any other entity or trust with the legal right to hold title to real property.

Section 18. "Plat" shall mean the Final Plat of Trade Winds Subdivision Zone II, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 19. "PUD" shall mean that certain Planned Unit Development Plan with the City of Springdale that governs the Real Property.

Section 20. "Reconstruction Assessment" shall mean a charge against each Owner and its Lot, representing a portion of the costs to the Association for reconstruction of any portion or portions of the Improvements on the Common Area pursuant to the provisions of this Declaration.

Section 21. "Record, Recorded, Filed, and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Circuit Clerk and Ex-Officio recorder of Benton County, Arkansas.

Section 22. "Shared Facilities Agreement" shall mean that certain Shared Facilities Agreement by and among the Association, Trade Winds Zone I Association, and Trade Winds Zone III Association.

Section 23. "Special Assessments" shall mean a charge against a particular Owner and its Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for herein.

Section 24. "Trade Winds Subdivision Zone I" shall mean defined in and platted by that certain Final Plat of Trade Winds Subdivision Zone I, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 25. "Trade Winds Subdivision Zone III" shall mean defined in and platted by that certain Final Plat of Trade Winds Subdivision Zone III, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 26. "Trade Winds Zone I Association" shall mean the Trade Winds Property Owners' Association Zone I, Inc., a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns, serving as the property owners association of Trade Winds Subdivision Zone I.

Section 27. "Trade Winds Zone III Association" shall mean the Trade Winds Property Owners' Association Zone III, Inc., a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns, serving as the property owners association of Trade Winds Subdivision Zone III.

Section 28. "Unit" shall mean and refer to a building or unit (which may include space held for lease within a building, such as apartment units, or Horizontal Property Regime unit) located on a Lot or a portion of a Lot designed and intended for use and occupancy as a residence by a single family.

ARTICLE II. DESIGNATION OF LOTS, RIGHTS OF WAY, AND LAND USES

Section 1. Designation of Lots. Subject to approval by the City of Springdale pursuant to an amendment to the PUD, Declarant shall have the right and power, but not the obligation, to subdivide all or any portion of the Development owned by Declarant, without the necessity of the joinder of any other Person, into subparcels or Lots. Subject to approval by the City of Springdale pursuant to an amendment

to the PUD, Declarant shall have the further right and power, but only with respect to portions of the Development owned by Declarant and without the necessity of the joinder of any other Person, to withdraw its designation of any part thereof as a Lot, to redesignate previously designated areas thereof as a Lot having different boundaries and configurations from those previously described and to divide or subdivide a Lot into one or more Lots. An Owner, other than Declarant, may create platted Lots on its portion of the Development or modify any existing platted Lots on its portion of the Development only with the prior written approval of such action by the Association and approval by the City of Springdale pursuant to an amendment to the PUD.

Section 2. Designation of Streets, Utilities, and Other Rights of Way. Declarant shall have the right and power, from time to time, to dedicate, designate, reserve, or convey fee simple title to, or grant easements for, streets, utilities, or other rights of way in portions of the Property owned by Declarant. No Owner other than Declarant shall have the right to dedicate, designate, reserve, convey fee simple title, or grant easements for any streets, utilities, or other rights of way on any portion of the Development owned by such Owner unless such action is approved in writing by the Association.

Section 3. Use Designations. As further provided in Article IX, subject to approval by the City of Springdale pursuant to an amendment to the PUD, Declarant shall have the right and power, from time to time, to establish or change the approved land use or zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the Property. No Owner other than Declarant shall apply for any change the land use approved by Declarant or apply for any zoning change of any portion of the Property owned by such Owner unless such land use change or zoning change is approved in writing by the Association.

Section 4. Shared Facilities Agreement. The Association will enter into and maintain in effect the Shared Facilities Agreement with Trade Winds Zone I Association and Trade Winds Zone III Association concerning the operation, use, and maintenance of the Club Facilities. The Shared Facilities Agreement may be amended by the Board of the Trade Winds Zone III Association with the consent of the board of directors for the Association and Trade Winds Zone I Association, which consent shall not be unreasonably withheld. Each Owner shall be required to pay a monthly fee pursuant to the Shared Facilities Agreement, which may be included with the General Assessments if the Board of the Association so elects or may be separately billed to each Owner. Each Owner may also incur other charges related to the Shared Facilities Agreement, such as charges for badges or other identification to use the Club Facilities or fees charged under the Shared Facilities Agreement for the violation of rules or for the exclusive or semi-exclusive use of certain portions of the Club Facilities.

ARTICLE III. OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the portion of the Common Areas designated by the Association for the use and benefit of such Owner's Lot, which shall be appurtenant to and shall pass with title to such designated Lot, subject to the following:

- (a) The Articles of Incorporation and the By-Laws of the Association;
- (b) The right of the Association to establish rules and regulations pertaining to the use of the Common Area and all recreational facilities thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Areas as set forth herein;

(c) The right of the Association in accordance with the vote or written assent of the majority of the Board to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the rights of the Owners;

(d) The right of the Association to suspend the voting rights and right to use the Common Area facilities (or portions thereof) by an Owner for any period during which any Assessment against its Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association; provided that any suspension of such voting rights or right to use the Common Area facilities shall be made only by the Board after notice and an opportunity for a hearing;

(e) The right of Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Areas and the facilities thereof, without charge, for sales, display, access, ingress, egress and exhibit purposes, which right Declarant hereby reserves; and

(f) The right of the Association to designate certain portions of the Common Area for the exclusive use and benefit of particular subgroups of Owners.

Section 2. Delegation of Use. Any Owner may permit the members of its family, its tenants, or contract purchasers who reside in its Unit to use the Common Area and Club Facilities that such Owner is otherwise permitted to use, subject to reasonable regulation by the Board.

Section 3. Easements for Parking. Temporary guest or recreational parking shall be permitted within the Common Areas only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association, through its officers, committees and agents is hereby empowered to establish "parking" and "no parking" areas within the Common Areas as well as to enforce these parking limitations by all means lawful, including the removal of any violating vehicle by those so empowered. The Association and the Declarant are permitted to establish parking areas that are for the exclusive use and benefit of particular Owners or their tenants.

Section 4. Easements for Vehicular Traffic. In addition to the general easements for use of the Common Areas reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Development, that each and every Owner shall have a non-exclusive easement appurtenant for vehicular traffic over all private alleys and private drives within the Development, subject to the parking provisions set forth in Section 3 of this Article III. The private alleys and private drives shown on the Plat shall be for the use and benefit of the Lot Owners and the owners of the Development.

Section 5. Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of its Lot.

ARTICLE IV. MEMBERSHIP IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association, and no Owner shall have more than one membership in the Association. Memberships in the Association shall not be assignable, except to the successors-in-interest of the Owner, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such

Lot shall be the sole qualification for membership in the Association. For the purpose of clarity, the term "Owner" does not include tenants and a tenant of an Owner is not a Member of the Association and has none of the rights of the Owner under this Declaration. A tenant's rights are limited to those rights of use, but not voting or membership, as may be delegated pursuant to Article III, Section 2.

Section 2. Transfer. The Association membership held by any Owner of a Lot shall not be transferred, assigned, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A Class A Member who has sold its Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such purchaser its membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and Assessments attributable to its Lot until fee title to the Lot sold is transferred. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Association. The Board shall have the right to charge a reasonable Special Assessment against any Owner, and its Lot, equal to the cost to the Association of effectuating any such transfer of his membership upon the books of the Association.

ARTICLE V. VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B Membership as provided below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with Article V, Section 2 of this Declaration, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant and it shall be entitled to one hundred (100) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (a) When the total votes outstanding in the Class A membership has 100% of the total votes outstanding; or
- (b) When Declarant records a notice in the real property records of Benton County, Arkansas expressly terminating the Class B Member category.

Declarant may assign its rights as Declarant under this Declaration to another party by expressly designating such party as the new Declarant and recording such assignment in the real property records of Benton County, Arkansas.

Section 2. Vote Distribution. Except as provided in Article V, Section 1 above, members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership;

provided, the Class B Member may veto, without being subject to override, any decision requiring a vote. When more than one person holds such interest or interest in any Lot ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Lot is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the Class A vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of its co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such co-owners cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

ARTICLE VI. DUTIES AND POWERS OF ASSOCIATION

Section 1. General. The Association, acting through the Board, shall also have the power and duty to:

- (a) Maintain, repair and otherwise manage the Common Areas and all facilities, Improvements and landscaping thereon;
- (b) Maintain all private alleys, private drives, and parking lots (exclusive of the driveways and parking lots located on each Lot that are exclusive only for the use of such Lot) within the Development including cleaning and periodic resurfacing;
- (c) Maintain all street signs that are custom and not maintained by the City of Springdale, which maintenance will include replacing damaged or missing street signs within 48 hours of receiving notice of such and maintaining a reserve fund for such replacement;
- (d) Maintain such policy or policies of liability and fire insurance with respect to the Common Areas and personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association;
- (e) Employ or contract with a professional manager, which may be an affiliate of Declarant, to perform all or any part of the duties and responsibilities of the Association and shall have the power to delegate its powers to committees, officers and employees; and
- (f) Grant easements, rights of way, or strips of land where necessary, for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Lots.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply. Unless at least 67% of the first mortgagees or Members representing at least 67% of the total Association vote consent, the Association shall not:

- (i) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection), subject to approval by the City of Springdale pursuant to an amendment to the PUD;
- (ii) Change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Development regarding assessments for Communities or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);
- (iii) Change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance, or maintenance of Lots and the Common Area (the amendment of governing documents shall not constitute a change, waiver, or abandonment within the meaning of this provision);
- (iv) Fail to maintain insurance, as required by this Declaration; or
- (v) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of property.

First mortgagees may, jointly or singly, pay taxes or other charges that are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage on the lapse of an Association policy and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE VII. ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation for Assessments.** Declarant, for each Lot owned by it within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) General Assessments for Common Expenses; (2) Capital Improvement Assessments; (3) Special Assessments; and (4) Reconstruction Assessments; such Assessments to be established and collected as hereinafter provided. Such Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due, subject to provisions of this Declaration protecting first Mortgages, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Owner; provided, any delinquent Assessments shall also remain the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due in addition to the successor-in-title of such Owner.

Section 2. **Purpose of General Assessments.** The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvement and maintenance of the Common Areas and of the Units situated upon the Lots in the Development as provided herein.

Section 3. **Damage to Common Area by Owners.** Maintenance, repairs or replacements within the Common Areas arising out of or caused by the willful or negligent act of the Owner, its family,

guests, tenants, employees, agents, licensees, or invitees shall be done at said Owner's expense or a Special Assessment therefor shall be made against its Lot.

Section 4. Basis of General Assessment. The Board may establish any rate of General Assessment as the Board deems reasonable.

Section 5. Capital Improvements and Reconstruction Assessments. In addition to the General Assessments authorized above, the Board may levy from time to time a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of and construction, reconstruction, repair, or replacement of a Capital Improvement or other such addition upon the Common Area, including fixtures and personal property related thereto.

Section 6. Rate of Assessment. Rates may also be allocated, at the discretion of the Association, based on the particular Common Areas or Club Facilities that a subgroup of Owners have the right to use to the exclusion of other Owners. Subject to the provisions of Section 3 of this Article, the Association may levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests, or agents. All General Assessments shall be collected on a regular basis by the Board at such frequency as the Board shall determine. The Board may establish different rates of General Assessment, Capital Improvement Assessments, and Reconstruction Assessments for any Lots owned by Declarant.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments herein:

- (a) All property now or subsequently dedicated to and accepted by a local public authority or utility will only be responsible for any Assessments, as outlined in this section, if that local public authority or utility has agreed to assume the maintenance and expense of that property. Nothing in this section allows for the payment of Assessments for any streets, drainage system, or other improvement that is maintained by a local public authority or utility;
- (b) The Common Areas; and
- (c) All Lots owned by Declarant until 85% of the Lots are sold by Declarant at which time Declarant shall pay 50% of the Assessments on Lots owned by Declarant.

ARTICLE VIII. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments: Remedies of the Association. Any installment of General Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at the rate of eight percent (8%) per annum or the highest amount of interest allowed by law, whichever is greater. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge of \$100.00 or five percent (5%) of the amount of the delinquent installment, whichever is greater, as liquidated damages for the administrative expenses the Association is likely to incur as a result of such late payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of its Lot. If any installment of a General Assessment is not paid within thirty (30) days after its due date, the Board may

mail an acceleration notice to the Owner and to each first mortgagee of a Lot that has requested a copy of the notice. The notice shall specify: (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the General Assessment, Special Assessment or Reconstruction Assessment for the then current fiscal year and sale of the Lot. The notice shall further inform the Owner of its right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of General Assessment, Special Assessment, or Reconstruction Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual General Assessment or the then-current Special Assessment or Reconstruction Assessment to be immediately due and payable without further demand and may enforce the collection of the full General Assessment, Special Assessment or Reconstruction Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 2. Notice of Assessment. No action shall be brought to enforce any Assessment lien herein unless at least thirty (30) days have expired following the date a Notice of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Association in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas; said Notice of Assessment must recite a legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at ten percent (10%) per annum or the highest amount of interest allowed by law, whichever is greater, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said liens, and the name and address of the claimant. Such Notice of Lien shall be signed and acknowledged by an officer of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. Any foreclosure action provided for above may be conducted by the Board, its attorneys, or other persons authorized by the Board in the same manner as would be the foreclosure of a defaulted mortgage under the laws of Arkansas or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to credit the amount of Assessments due plus interest and costs and expenses against its bid and shall have the power to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which Notice of Lien was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, and recording such release. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee.

Section 5. Cumulative Remedies. The Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any Mortgage made in good faith and for value and recorded prior to the date on which the Assessment came due. Sale or transfer of any Lot pursuant to mortgage foreclosure

or deed in lieu thereof shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX. LAND USE

Section 1. General Restrictions. The Real Property herein platted shall be held, owned, and used only for residential purposes. No Lot shall be subdivided without written consent of the Declarant or the Association and approval by the City of Springdale pursuant to an amendment to the PUD. No structures shall be erected, altered, placed, or permitted to remain on any Lot other than residential buildings. No Lot shall be improved, used, or occupied for other than for residential purposes.

Section 2. Residential Restrictions. All portions of any Unit shall be used only for residential use and may not be used for any commercial or industrial purposes and shall be subject to all of the use restrictions set forth in this Declaration and any other covenants, rules, and regulations created by the Board for such Unit. Home offices are permitted as long as they do not generate significant foot traffic, noise, or other disruptions to neighbors. Residents must maintain their properties in a clean, well-kept manner, free from excessive noise, nuisances, and any activities that may disturb neighboring properties. Landscaping, exterior lighting, and other outdoor features must be maintained to a high standard of safety and aesthetics. Waste must be disposed of properly, and noise levels must be kept to a minimum, especially during evening hours. Units may not be used for short-term vacation rentals, automotive repairs that generate noise or visible storage, or any activities or uses that involve frequent visitors or deliveries beyond what is typical for residential areas.

ARTICLE X. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. The Association shall have an Architectural Control Committee, consisting of at least three (3) persons or more if so designated by the Association. As long as Declarant shall own one or more of the Lots, the members of the Architectural Control Committee, and all vacancies, shall be appointed by Declarant. In the event Declarant desires to relinquish its authority to appoint members of the Architectural Control Committee, it shall notify the Board and the City of Springdale, and all vacancies shall thereafter be appointed by the Board.

Section 2. Function of Architectural Control Committee. No Improvement shall be constructed or maintained upon any Lot or Common Area, and no alteration or repainting to the exterior of a structure shall be made and no landscaping to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and Lot plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of the plans, specifications, and lot plans as finally approved shall be deposited with the Architectural Control Committee. No trees shall be removed without prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 3. Content of Plans and Specifications. The plans and specifications to be submitted and approved shall include the following:

- (a) A topographical plot showing existing contour grades and the location of all improvements, structures, walks, driveways, fences, and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the lot contours is contemplated.
- (b) Exterior elevations.
- (c) Exterior materials, colors, textures, and shapes.
- (d) Structural design.
- (e) Landscaping plan, including mailboxes, walkways, fences and walls, elevation changes, watering systems, vegetation, and ground cover.
- (f) Parking area and driveway plan.
- (g) Screening, including site, location, and method.
- (h) Utility connections.
- (i) Exterior illumination, including location and method.
- (j) Fire protection system.
- (k) Signs, including size, shape, color, location, and materials.
- (l) Proposed uses.
- (m) Floor plans.

Section 4. Definition of "Improvement". Improvement shall mean and include all buildings, roofed structures, parking areas, driveways, fences, walls, hedges, mass plantings, poles, swimming pools, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of the property and which may not be included in any of the foregoing. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude that does not materially change exterior colors or exterior appearances.

Section 5. The Basis of Approval. Approval of plans and specifications shall be based on the PUD, adequacy of Lot dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and Lots, proposed use, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of the protective covenants. The Architectural Control Committee shall establish certain architectural guidelines, which shall be approved by the Board (the "Architectural Guidelines"), and all plans and specifications must comply with Architectural Guidelines then in force and effect. However, the Architectural Control Committee may approve exceptions to the Architectural Guidelines by a vote of at least 75% of the members of the Architectural Control Committee. The current Architectural Guidelines shall be available at the office of the Association or the office of the Declarant. Changes to the Architectural Guidelines must have prior approval by the City of Springdale through an amendment to the PUD.

Section 6. Majority Vote. A favorable vote of the majority of the members of the Architectural Control Committee is required for approval or disapproval of proposed Improvements.

Section 7. Failure of Committee to Act. If the Architectural Control Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within sixty (60) days after submittal, they shall be deemed approved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may then reject them entirely, partially, or conditionally approve them.

Section 8. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration because of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

Section 9. Reasonable Fee. The Architectural Control Committee may charge any Owner a reasonable fee for its services in reviewing that Owner's proposed plans and specifications.

ARTICLE XI. MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including tenants) of any part of the Development shall jointly and severally have the duty and responsibility to keep that part of the Development so owned or occupied, including buildings, improvements, and grounds, in a well-maintained, safe, clean, and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- (a) Complying with all governmental health and police requirements.
- (b) Repainting of improvements.
- (c) Repair of exterior damages to improvements.
- (d) Maintaining private alleys, private drives, and drainage systems (including underground drainage systems), per maintenance requirements found in Article VI, to the extent such alleys, drives, or drainage systems are not maintained by a public entity.

Any maintenance hereinabove described or required of the Owners and occupants may be provided by the Association and the Association shall have the authority to levy Assessments on the Owners benefiting from such maintenance.

Section 2. Enforcement. If, in the opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the 10-day period, then the Association, through its authorized agent or agents, shall have the right and power to enter the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. Notwithstanding the foregoing, such ten (10) day notice period shall not be required in the event the Association elects to repair an emergency situation. The Owners and occupants (including tenants) of any part of the Development on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the

Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally and shall constitute a lien against that portion of the Development on which work was performed. This lien shall have the same attributes as the lien for Assessments and Special Assessments set forth in Article VII, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE XII. COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon all Lots and Common Areas for the benefit of all Lots and Common Areas and may be enforced by Declarant, any Owner, or the Association through any remedy available at law or in equity.

1. *Licensed Contractor.* All improvements constructed on any Lots or Common Areas must be constructed by licensed and bonded contractors properly licensed with the Contractors Licensing Board of the State of Arkansas. All contractors meeting these requirements must further be approved by the Architectural Control Committee in its sole and absolute discretion.

2. *Construction.* No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee. Except for the Developer, construction shall be commenced within two (2) years of the acquisition of title to any Lot and shall be completed with continued diligence after the commencement of construction.

3. *Setback Requirements.* No buildings shall be located on any Lot nearer to the front or rear lot lines than the minimum setback lines shown on the Plat without approval of the City of Springdale through an amendment to the PUD.

4. *Easements.* Access easements for installation and maintenance of utilities and drainage of facilities and for pedestrian traffic are reserved in the rights of way of drives and roads or as shown on the recorded plat. Temporary construction easements are reserved over all Lots for the purpose of permitting the orderly and efficient construction of improvements on adjoining Lots; provided, any such use of a temporary construction easement shall be done in a commercially reasonable manner calculated to minimize the disruption of the Lot where the temporary construction easement is utilized.

5. *Oil and Mineral Operations.* No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

6. *Land Use.* No immoral, improper, offensive, or unlawful use shall be made of any Lot or any part thereof, and all valid laws, ordinances, zoning, by-laws, rules, and regulations of all governmental bodies having jurisdiction shall be observed.

7. *Noxious Activity.* No noxious or offensive trade or activity and no adult business shall be carried on upon any Lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves, cuttings, ashes, or other refuse be thrown, placed or dumped upon any vacant Lot, street, road or common areas, nor on any Lot unless placed in a container suitable for garbage pickup (meeting adopted City requirements for solid waste management); nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

8. *Cesspool.* No leaching cesspool shall ever be constructed or used on any Lot.

9. *Exterior Lighting.* Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to unreasonably disturb the adjacent Lots.

10. *Animals and Pets.* No animals or poultry shall be kept on any Lot or Common Area except service animals and a reasonable number of ordinary household pets belonging to a household. All pets must be kept indoors, within adequately fenced yards, or on leashes at all times. The Association may prohibit or restrict breeds of dogs considered dangerous by the Association, including without limitation some or all of the following or mixes thereof: Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Akitas, Bull Terriers, Bull Mastiffs, Malamutes, Doberman Pinschers, Rottweilers, Chow Chows, Rhodesian Ridgebacks, and any wolf, coyote or other wild dog breed mix.

11. *Signs.* Except as provided in this paragraph, no signs, plaques, or communication of any description shall be placed on the exterior of any Lot or Common Area by an Owner. No yard signs shall be permitted on any Lot except for (1) one temporary sign advertising the property for sale or lease, (2) political signs displayed no earlier than 30 days before and removed within 5 days after an election, and (3) small security or contractor signs not exceeding 12x12 inches, which may be displayed while work is in progress and removed upon completion. All permitted signs must be maintained in good condition and shall not be illuminated. Any signs deemed unsightly, excessive, or inconsistent with the community's appearance standards may be subject to removal at the discretion of the Association.

9. *Nuisances.* No nuisances shall be allowed on any Lot, nor shall any use or practice be allowed which is a source of annoyance to other Owners or which interferes with their right of quiet enjoyment, provided, ordinary construction activities related to the construction, maintenance, and repair of improvements on a Lot shall not be considered a nuisance. Vehicles may not be parked in the grass.

10. *Right of Access for Inspection.* Each Owner hereby grants a right of access to its Lot to the Association, any managing agent of the Association, and/or any other person authorized by the Association or the managing agent for the purpose of making inspections or for the purpose of correcting any conditions originating in its Lot and threatening another Lot or any Common Area, or for the purpose of performing installations, alterations, or repairs to the parts of the Lot over which said persons have control and/or responsibility for maintenance. Reasonable efforts shall be used to notify an Owner before entering non-public areas of a Lot. In case of an emergency, this right of entry shall be immediate whether the Owner is present or notified or not.

11. *Access.* No obstruction shall be placed in a manner that blocks access between Lots unless approved by the Architectural Control Committee.

12. *Street Signs and Sign Poles.* All street signs and sign poles shall be constructed in accordance with the design guidelines attached as **Exhibit B**.

13. *Fences.* All fences within the Development must uphold the Development's high standards of quality and aesthetics. Fences are permitted only in approved materials, such as wood, wrought iron, or vinyl in neutral colors, with chain-link, barbed wire, or industrial-style fencing strictly prohibited. Fences must not exceed six (6) feet in height and may only be placed within property boundaries, with the finished side facing outward. Front yard fences are prohibited. All fences must be meticulously maintained, kept clean, and free of rust or deterioration; prompt repair or replacement of damaged sections is required to preserve the community's upscale appearance. Fences may not be used for hanging items, except for temporary holiday decorations, which must be removed shortly after the holiday. No fence will be constructed without the approval of the Architectural Control Committee.

14. *Alleys.* To the extent that there are any private alleys or private drives within the Development that are the responsibility of the Association to maintain, the Association shall establish and maintain a dedicated reserve fund from the General Assessments specifically for future maintenance and repairs of the private alleys and private drives, ensuring sufficient funds are available for long-term upkeep. Parking within the private drives and private alleys will be subject to the rules and regulations established from time to time by the Association; provided, in all events, Owners and visitors are prohibited from parking in any manner that obstructs traffic or hinders emergency access. The rules may include fees for improper parking and the right of the Association to tow violating vehicles. The Association is obligated to enforce the parking rules and will contract with a towing company to ensure compliance, authorizing the towing of vehicles in violation of these rules at the owner's expense. By upholding these maintenance and parking standards, the Association ensures that the private alleys and private drives contribute to the Development's high standards of safety, convenience, and appearance.

15. *Zero Lot Line Homes—Special Provisions.* For purposes of this paragraph, a "Zero Lot Line" home is defined as a Unit constructed on or very near one side boundary of the Lot, with little or no setback, so that one side of the home directly adjoins the property line of the neighboring Lot. For Zero Lot Line homes, the Owners of adjoining Lots shall work cooperatively to maintain the areas along shared property lines. Each Owner is responsible for keeping their side of the property clean, safe, and well-maintained, including any fencing, walls, landscaping, or other shared features along the boundary. Where maintenance or repairs are necessary to shared structures, including but not limited to walls or fencing, adjoining owners shall equitably share the costs, with expenses divided based on the proportional benefit to each party. Both Owners of adjoining Zero Lot Line homes must mutually agree upon any alterations, significant repairs, or replacements to shared structures in advance. In the event of a dispute regarding maintenance or costs, the Association may mediate to facilitate a fair resolution. This cooperative maintenance requirement helps preserve property values and ensures a cohesive, well-kept appearance throughout the Development.

ARTICLE XIII. EASEMENTS; UTILITIES

Section 1. Utility, Drainage, and Drive Easements. Easements of way for private alleys and private drives are shown on the Plat, and the persons, firms, or corporations engaged in supplying public utility services, the same being, without limitation, the generality of the foregoing, electric power, gas, telecommunication, cable television, water, and sewer, shall have the right to use and occupy said easements for the installation, maintenance, repair, and replacement of such utility services. Easements for the installation, maintenance, repair, and replacement of utility services, sewer, and drainage have heretofore been reserved, said easements being of various widths, reference is hereby made to the Plat for a more specific description of width and location thereof. The electric and telecommunication facilities are underground, and it is necessary for the electric and telecommunication utilities to have special provisions to protect their facilities. Any alterations or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited, which would result in there being less than 30 inches of clearance either vertically or horizontally between the surface grade and the underground electric cables and conductors supplying electric power and service unless approved by the Architectural Control Committee. The electric distribution transformer stations and service pedestals are located on surface grade. Any fills within the area of the said easements and upon the lands adjacent thereto which will damage or will interfere with the installation, maintenance, operation, and replacement of the electric and telecommunication cables facilities and equipment and the supplying of service from such equipment are also prohibited. No trees, incinerators, structures, buildings, or similar improvements shall be grown, built, or maintained within the area of such utility easements. No excavations within the area of such easements for the erection of any fences (wood, wire, stone, or brick) or for any of the purposes shall be

made that would interfere with the installation, maintenance, repair, and replacement of any utility service. In the event any trees, incinerators, structures, buildings, fences, pavement, or similar improvements shall be grown, built, or maintained within the area of such easement, no utility will be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

Section 2. General Easements. Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners for the control, maintenance, and repair of the utilities of adjoining Lot Owners. Declarant expressly reserves for the benefit of all of the Real Property in the Development, and the Owners, reciprocal easements of access, ingress, and egress over all Lots, and over the Common Area, for the use and enjoyment of the Lots in accordance with this instrument, including without limitation, for installation and repair of utility services, for drainage over, across and upon adjacent Lots for water resulting from the normal use of adjoining Lots, for maintenance and repair of any Unit. Such easements may be used by Declarant, its successors, purchasers, and all Owners, their guests, agents, tenants, licensees, and invitees, residing on or temporarily visiting the Development, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area. No Owner of a Lot shall interfere with the established drainage pattern over its Lot from adjoining or other Lots. Each Owner of a Lot shall make adequate provision for drainage in the event it changes the established drainage over its Lot. For purposes of this instrument, "Established Drainage" or words of similar effect on any Lot is defined as the drainage pattern and facilities in existence at the time that such Lot is conveyed to a purchaser from Declarant. In the event that any Unit encroaches upon the Common Area and facilities as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Development, a valid easement for encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Declarant and the Lot Owners of each Lot on which there is constructed an Unit along or adjacent to said Lot line shall have an easement appurtenant to said Lot over the Lot line to and over the adjacent Lot, for the purposes of accommodating any natural movement or settling of any Unit located on said Lot, any encroachment of any Unit due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs, and architectural features as parts of the original construction of any Unit located on said Lot.

Section 3. Utilities. All Owners of Lots shall install and maintain in conformity with applicable code requirements and other regulations, underground service laterals and/or electric service entrance conductors of adequate capacity. All owners of Lots shall dig and backfill in conformity with applicable code requirements and other regulations.

ARTICLE XIV. INSURANCE, INDEMNIFICATION, AND EMINENT DOMAIN

Section 1. Indemnification. Each Owner shall indemnify, defend, and hold harmless the other Owners from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its Lot, except to the extent caused by the negligence or intentional misconduct of the party to be indemnified.

Section 2. Insurance.

- (a) Each Owner of any portion of the Development shall procure and maintain in full force and effect throughout the term of its ownership commercial general liability insurance and property damage insurance against claims for personal injury, death, or property damage occurring upon, in or about its property, each Owner's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for property damage. Each

Owner shall provide the Association and the Declarant with evidence of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Declaration. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the Association and the Declarant and shall name the Association and the Declarant as an additional insured. The insurance limits required by this Section are not a limit on the liability of a party. The Association may, from time to time, increase the limits of insurance required hereby if deemed reasonable by the Association.

(b) At all times during the term of this Declaration, each Owner shall keep all improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause (or its equivalent) in effect from time to time in Arkansas, with such insurance to be for the full replacement value of the insured improvements. Each Owner shall promptly repair any casualty damage occurring on its property, regardless of the availability of insurance proceeds. If an Owner elects not to rebuild after a casualty, such Owner shall promptly raze such improvements, remove all debris, restore such property to be in compliance with all applicable laws, rules, and regulations, and restore such property to an aesthetically pleasing condition.

(c) Each Owner of any portion of the Development for itself and its property insurer hereby releases the other owners of portions of the Development from and against any and all claims, demands, liabilities, or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party was carrying that insurance.

(d) The Association shall have the authority to waive or reduce the insurance requirements of this Section and/or require alternative insurance.

Section 3. Eminent Domain.

(a) *Owner's Right to Award.* Nothing herein shall be construed to give an Owner any interest in any award or payment made to another Owner in connection with any exercise of eminent domain or transfer in lieu thereof.

(b) *Collateral Claims.* All other Owners may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another Owner so long as such claims do not reduce the amount payable to the Owner whose property is taken.

(c) *Tenant's Claim.* Nothing in this Section shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between such tenant and Owner for all or a portion of any such award or payment.

(d) *Restoration of Easements.* The Owner of any portion of the easements granted by this Declaration that are condemned shall promptly repair and restore the remaining portion of the

easements within its respective Lot as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

ARTICLE XV. GENERAL PROVISIONS

Section 1. Enforcement. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any Owner of a Lot, or the mortgagee of an Owner, or any utility company owning utility facilities in any utility easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations. The remedy at law, in such event, is hereby agreed to be inadequate, and a suit in equity for an injunction to prevent breach or violation of the Provisions is agreed to as a proper remedy. Declarant, for itself and all future Owners, declared that it is not its intent to confer any right of action upon owners of adjacent or nearby properties for breach of the Provisions, the same being for the benefit only of Owners and their mortgagees.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Areas. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter. This Declaration shall be governed by Arkansas law, and any disputes arising under this Declaration shall be adjudicated in courts having jurisdiction within Benton County, Arkansas.

Section 4. Public Rights or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Development to the public or for any public use except as otherwise shown on the Plat or as otherwise expressly provided in this Declaration.

Section 5. No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Development or any portion of the Development, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a planned development, except as specifically and expressly set forth herein.

Section 6. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by nationally recognized courier, or by ordinary mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the applicable Unit of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies, or acquires any right, title, estate, or interest in or to any Lot or other portion of the Development does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Development or any portion thereof.

Section 8. Attorneys' Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorneys' fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

Section 9. Jury Waiver. EVERY PERSON WHO OWNS, OCCUPIES, OR ACQUIRES ANY RIGHT, TITLE, ESTATE, OR INTEREST IN OR TO ANY LOT OR OTHER PORTION OF THE DEVELOPMENT DOES AND SHALL BE CONCLUSIVELY DEEMED TO HAVE UNCONDITIONALLY WAIVED THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT TO ENFORCE OR INTERPRET THE TERMS OF THIS DECLARATION. THIS PROVISION DOES NOT APPLY TO THE CITY.

Section 10. Amendments. Any amendments require the approval of the City of Springdale through an amendment to the PUD. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration without the consent of any other Owner if such amendment is necessary to (i) bring this Declaration in compliance with any rule, regulation or requirement of the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Federal Home Loan Corporation; or (ii) make corrective changes.

Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration without the consent of any other Owner if such amendment is necessary to (i) bring this Declaration in compliance with any rule, regulation or requirement of the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Federal Home Loan Corporation; or (ii) make corrective changes.

Section 11. Severability. If any provisions of this Declaration or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid provision does not materially affect the rights of the parties hereto, the remainder of this Declaration and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[Signatures Follow]

IN WITNESS WHEREOF, Declarant has hereunto caused these presents to be executed by its duly authorized officers on the _____ day of _____, 2025.

BLUE RIBBON INDUSTRIES LLC,
an Arkansas limited liability company

By: _____
Alexander Blass, Manager

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day, before me, a Notary Public, duly commissioned, qualified, and acting, within and for the said county and state, appeared in person the within named Alexander Blass, to me personally well known, who stated that he was the Manager of **Blue Ribbon Industries LLC**, an Arkansas limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument or the consideration, uses, and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

[S E A L]

EXHIBIT A

[THE REAL PROPERTY]

EXHIBIT B

[SIGN POLE INSTALLATION GUIDE
AND CLASSIC BLADE TRIM INSTALLATION GUIDE]

This Instrument Prepared By
and After Recording Return to:

J. Cliff McKinney
 Quattlebaum, Grooms & Tull PLLC
 111 Center Street, Suite 1900
 Little Rock, Arkansas 72201
 501-379-1700

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
("DECLARATION")
FOR
TRADE WINDS SUBDIVISION ZONE III

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, BLUE RIBBON INDUSTRIES LLC, an Arkansas limited liability company, hereinafter called "Declarant" is the owner of lands lying in the City of Springdale, County of Benton, State of Arkansas, more particularly described on **Exhibit A** hereto (the "Real Property");

WHEREAS, it is deemed desirable that the Real Property be subdivided into building lots and Common Areas (as hereinafter defined) as shown on the attached plat, and the Real Property be held, owned and conveyed subject to the protective covenants herein contained;

NOW, THEREFORE, Declarant, for and in consideration of the benefits to accrue to it, which benefits it acknowledges to be of value, has caused to be made a plat titled Final Plat [REDACTED], City of Springdale, Benton County, Arkansas, signed by [REDACTED] of [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED] (the "Plat"), and showing the bounds and dimensions of the Real Property now being subdivided into Lots and Common Areas. There are shown on said plat certain public easements for access, ingress, and egress for which Declarant hereby donates and dedicates to and for the use of the City of Springdale. There are also shown on said plat certain easements for drainage and utilities for which Declarant hereby donates and dedicates to and for the use of the City of Springdale and public utilities, the same being, without limiting the generality of the foregoing, electric power, gas, telephone, telecommunications, water and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services, and to the extent set forth herein only, to the owners of abutting Lots, to use and occupy such easements and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. Said utility easements shall also be subject to use by the owners of abutting Lots for the purpose of installing and maintaining such underground electric, cable, and telecommunication service conductors as may be necessary to connect the service lines of owners to the service pedestals installed by said utilities and for other purposes.

The filing of this Plat and Declaration for record in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, will be a valid and complete delivery and dedication of the easements subject to the limitations herein set out.

The lands embraced in said Plat shall be forever known as "Trade Winds Subdivision Zone III, an Addition to the City of Springdale, Benton County, Arkansas," and any and every deed of conveyance for any Lot in said Addition describing the same by the number or numbers shown on said Plat shall always be deemed a sufficient description thereof.

Declarant hereby declares that all of the Real Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges created and described hereinbelow ("Provisions"); all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Real Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Real Property, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall run with the Real Property and shall be binding upon all persons having any right, title or interest in the Real Property, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Real Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, its successor-in-interest and each Owner and its respective successors-in-interest, and may be enforced by any Owner and its successors-in-interest, and by the Association (as hereinafter defined).

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the Real Property and construction of improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any property in the Real Property owned by Declarant or the Association, nor Declarant's right to post signs incidental to construction, sales or leasing.

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Real Property described above and in the additional properties which may be annexed thereto pursuant to the provisions of this instrument, to create a corporation under the Arkansas Nonprofit Corporation Act of the State of Arkansas to which will be delegated and assigned the powers of owning, maintaining and administering the Common Areas and administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges hereinafter created.

Declarant will or has caused such corporation, the Members of which shall be the respective Owners of Lots in the Real Property, and Owners of the Lots in the Real Property annexed pursuant to this Declaration, to be formed for the purpose of exercising the functions aforesaid.

Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following Provisions which, subject to being amended or cancelled as hereinafter provided, shall be and remain in full force and effect until perpetually unless and until amended or terminated as hereinafter provided, to-wit:

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ARTICLE I. DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified:

Section 1. "Architectural Control Committee" shall mean the committee comprised of the three (3) persons appointed by Declarant or the Board and shall exercise the approval authority conferred pursuant to Article X hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of the State of Arkansas.

Section 3. "Assessment" shall mean collectively the General Assessments, Capital Improvement Assessments, Special Assessments, and Reconstruction Assessments and any Assessments to be established and collected as provided in this Declaration or the By-Laws.

Section 4. "Association" shall mean the Trade Winds Property Owners' Association Zone III, Inc., a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns.

Section 5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Section 6. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board as such By-Laws may be amended from time to time.

Section 7. "Capital Improvement Assessment" shall mean a charge against each Owner and its Lot, representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the Common Area which the Association may from time to time authorize.

Section 8. "Club Facilities" shall mean that subset of the Common Areas designated from time to time by the Board for recreational, maintenance, and other purposes which may include, without limitation, gathering places, gymnasiums, swimming facilities, dog park, playground equipment, pickleball and tennis courts, fishing ponds and docks, creek, walking trails and other recreational facilities, irrigation facilities, or maintenance facilities. Any reference in this Declaration to the rights of a party to use the Common Areas are limited by the reasonable rules, regulations, exclusions and limitations on use that the Board may establish for the Club Facilities. The Club Facilities will be subject to the Shared Facilities Agreement with Trade Winds Subdivision Zone I and Trade Winds Subdivision Zone II. The Board may differentiate between parties within Trade Winds Subdivision Zone I, Trade Winds Subdivision Zone II, Office Owners, Residential Owners, and Retail Owners, and subgroups thereof, in the rights granted to use the Club Facilities. The Board may designate certain Club Facilities from time to time for the exclusive benefit of designated subgroups of Owners or subgroups of owners of Trade Winds Subdivision Zone I and Trade Winds Subdivision Zone II and/or be made the responsibility of designated Sub-Association. The Board may also permit members of the general public to use some or all of the Club Facilities subject to membership rules that may be established by the Board.

Section 9. "Common Areas" shall mean all the real property and improvements, including without limitation, landscaped areas, private alleys, private drives, walkways, access gates, creek, and fences which are owned or controlled by the Association for the common use and enjoyment of Owners; provided, certain portions of the Common Area may be set aside by the Association from time to time for

the exclusive benefit of designated subgroups of Owners and/or be made the responsibility of a designated Sub-Association.

Section 10. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Areas (including unpaid General Assessments, Special Assessments, Reconstruction Assessments and Capital Improvement Assessments), including those costs not paid by the Owner responsible for payment; the costs of constructing, maintaining and repairing the common private alleys and private drives within the Development; the cost of maintain the parking lots (except parking areas exclusively for the benefit of one Lot); the cost of installing, maintaining and irrigating all landscaping; power washing common areas and adjoining rights-of-way; the costs of any and all commonly metered utilities, and other commonly metered charges for the Development; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefiting the Common Areas, and all recreational facilities thereon; the cost of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance, if any, covering the Common Areas; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Development, for the benefit of all of the Owners. The Association may allocate certain Common Expenses to subgroups of Owners or subgroups of owners of Trade Winds Subdivision Zone I and Trade Winds Subdivision Zone II and/or to Sub-Associations, including without limitation those related to portions of the Common Areas or Club Facilities that have been designated for the use of particular subgroups of Owners or subgroups of owners of Trade Winds Subdivision Zone I and Trade Winds Subdivision Zone II and/or Sub-Associations.

Section 11. "Declarant" shall mean and refer to Blue Ribbon Industries LLC, an Arkansas limited liability company, or any successor or assignee of such company.

Section 12. "Development" shall mean and refer to all of the Real Property described above which is subject to the Provisions of this Declaration and to the jurisdiction of the Association as provided herein.

Section 13. "General Assessment" shall mean the charge against each Owner and its Lot, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Development, including without limitation the Common Expenses, which are to be paid by each Owner to the Association, as provided herein and established by the Board. The Association may allocate portions of the General Assessment to a particular Sub-Association.

Section 14. "Lot" shall mean and refer to any lot or parcel of land shown upon the recorded subdivision map of Trade Winds Subdivision Zone III, with the exception of the Common Areas.

Section 15. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 16. "Office Owner" shall mean an Owner of any Office Unit. A tenant or mortgagee of an Office Unit is not an Office Owner.

Section 17. "Office Unit" shall mean and refer to a building or unit (which may include space held for lease within a building or Horizontal Property Regime unit) located on a Lot or a portion of a Lot designed or intended for use and occupancy as office space.

Section 18. "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Lot or portion of a Lot (which may include owners under a Horizontal Property Regime) which is a part of the Development, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. Owner collectively refers to Office Owners, Residential Owners and Retail Owners. An Owner does not include a tenant, lessee or mortgagee of a Lot.

Section 19. "Person" shall mean a natural individual or any other entity or trust with the legal right to hold title to real property.

Section 20. "Plat" shall mean the Final Plat of Trade Winds Subdivision Zone III, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 21. "PUD" shall mean that certain Planned Unit Development Plan with the City of Springdale that governs the Real Property.

Section 22. "Reconstruction Assessment" shall mean a charge against each Owner and its Lot, representing a portion of the costs to the Association for reconstruction of any portion or portions of the Improvements on the Common Area pursuant to the provisions of this Declaration.

Section 23. "Record, Recorded, Filed, and Recordation" shall mean, with respect to any document, the recordation of such document in the office of the Circuit Clerk and Ex-Officio recorder of Benton County, Arkansas.

Section 24. "Residential Owner" shall mean an Owner of a Residential Unit. A tenant or mortgagee of a Residential Unit is not a Residential Owner.

Section 25. "Residential Unit" shall mean and refer to a building or unit (which may include space held for lease within a building, such as apartment units, or Horizontal Property Regime unit) located on a Lot or a portion of a Lot designed and intended for use and occupancy as a residence by a single family.

Section 26. "Retail Owner" shall mean an Owner of a Retail Unit. A tenant or mortgagee of a Retail Unit is not a Retail Owner.

Section 27. "Retail Unit" shall mean and refer to a building or unit (which may include space held for lease within a building or Horizontal Property Regime unit) located on a Lot or portion of a Lot designed or intended for use and occupancy as retail space.

Section 28. "Shared Facilities Agreement" shall mean that certain Shared Facilities Agreement by and among the Association, Trade Winds Zone I Association, and Trade Winds Zone II Association.

Section 29. "Special Assessments" shall mean a charge against a particular Owner and its Lot, directly attributable to the Owner, equal to the cost incurred by the Association or a Sub-Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for herein.

Section 30. "Sub-Associations" shall mean property owners associations, homeowners associations, or similar mutual benefit associations designated by the Association, from time to time, to

perform delegated duties of the Association or exercise delegated rights of the Association. Sub-Associations may be established for the oversight or management of specific portions of the Common Areas or for specific portions of the Development or for any other purpose deemed appropriate by the Association. All delegations of authority to a Sub-Association shall be subject to modification or withdrawal at any time by the Association.

Section 31. "Trade Winds Subdivision Zone I" shall mean defined in and platted by that certain Final Plat of Trade Winds Subdivision Zone I, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 32. "Trade Winds Subdivision Zone II" shall mean defined in and platted by that certain Final Plat of Trade Winds Subdivision Zone II, City of Springdale, Benton County, Arkansas, signed by [REDACTED] and bearing a certificate of approval executed by the Springdale Planning Commission, which was recorded in the real property records of Benton County, Arkansas on [REDACTED], 2025 as Instrument # [REDACTED].

Section 33. "Trade Winds Zone I Association" shall mean the Trade Winds Property Owners' Association Zone I, Inc., a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns, serving as the property owners association of Trade Winds Subdivision Zone I.

Section 34. "Trade Winds Zone II Association" shall mean the Trade Winds Property Owners' Association Zone II, Inc., a corporation formed under the Arkansas Nonprofit Corporation Act of the State of Arkansas, its successors and assigns, serving as the property owners association of Trade Winds Subdivision Zone II.

ARTICLE II. DESIGNATION OF LOTS, RIGHTS OF WAY, AND LAND USES

Section 1. Designation of Lots. Subject to approval by the City of Springdale pursuant to an amendment to the PUD, Declarant shall have the right and power, but not the obligation, to subdivide all or any portion of the Development owned by Declarant, without the necessity of the joinder of any other Person, into subparcels or Lots. Subject to approval by the City of Springdale pursuant to an amendment to the PUD, Declarant shall have the further right and power, but only with respect to portions of the Development owned by Declarant and without the necessity of the joinder of any other Person, to withdraw its designation of any part thereof as a Lot, to redesignate previously designated areas thereof as a Lot having different boundaries and configurations from those previously described and to divide or subdivide a Lot into one or more Lots. An Owner, other than Declarant, may create platted Lots on its portion of the Development or modify any existing platted Lots on its portion of the Development only with the prior written approval of such action by the Association and approval by the City of Springdale pursuant to an amendment to the PUD.

Section 2. Designation of Streets, Utilities, and Other Rights of Way. Declarant shall have the right and power, from time to time, to dedicate, designate, reserve, or convey fee simple title to, or grant easements for, streets, utilities, or other rights of way in portions of the Property owned by Declarant. No Owner other than Declarant shall have the right to dedicate, designate, reserve, convey fee simple title, or grant easements for any streets, utilities, or other rights of way on any portion of the Development owned by such Owner unless such action is approved in writing by the Association.

Section 3. Use Designations. As further provided in Article IX, subject to approval by the City of Springdale pursuant to an amendment to the PUD, Declarant shall have the right and power, from time to time, to establish or change the approved land use or zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the Property. No Owner other than Declarant shall apply for any change the land use approved by Declarant or apply for any zoning change of any portion of the Property owned by such Owner unless such land use change or zoning change is approved in writing by the Association.

Section 4. Shared Facilities Agreement. The Association will enter into and maintain in effect the Shared Facilities Agreement with Trade Winds Zone I Association and Trade Winds Zone II Association concerning the operation, use, and maintenance of the Club Facilities. The Shared Facilities Agreement may be amended by the Board of the Association with the consent of the board of directors for Trade Winds Zone I Association and Trade Winds Zone II Association. Each Owner shall be required to pay a monthly fee pursuant to the Shared Facilities Agreement, which may be included with the General Assessments if the Board of the Association so elects or may be separately billed to each Owner. Each Owner may also incur other charges related to the Shared Facilities Agreement, such as charges for badges or other identification to use the Club Facilities or fees charged under the Shared Facilities Agreement for the violation of rules or for the exclusive or semi-exclusive use of certain portions of the Club Facilities.

ARTICLE III. OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the portion of the Common Areas designated by the Association for the use and benefit of such Owner's Lot, which shall be appurtenant to and shall pass with title to such designated Lot, subject to the following:

- (a) The Articles of Incorporation and the By-Laws of the Association;
- (b) The right of the Association to establish rules and regulations pertaining to the use of the Common Area and all recreational facilities thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Areas as set forth herein and the right of the Association to make different rules and regulations for Office Owners, Residential Owners and Retail Owners;
- (c) The right of the Association in accordance with the vote or written assent of the majority of the Board to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the rights of the Owners;
- (d) The right of the Association to suspend the voting rights and right to use the Common Area facilities (or portions thereof) by an Owner for any period during which any Assessment against its Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association; provided that any suspension of such voting rights or right to use the Common Area facilities shall be made only by the Board after notice and an opportunity for a hearing;
- (e) The right of Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Areas and the facilities thereof, without charge, for sales, display, access, ingress, egress and exhibit purposes, which right Declarant hereby reserves; and

- (f) The right of the Association to designate certain portions of the Common Area for the exclusive use and benefit of particular subgroups of Owners and/or Sub-Associations.

Section 2. Delegation of Use. Any Residential Owner may permit the members of its family, its tenants, or contract purchasers who reside in its Residential Unit to use the Common Area and Club Facilities that such Residential Owner is otherwise permitted to use, subject to reasonable regulation by the Board. Any Office Owner may permit its tenants and the employees of its tenants who work in its Office Unit to use the Common Area and Club Facilities that such Residential Owner is otherwise permitted to use, subject to reasonable regulation by the Board. Any Retail Owner may permit its tenants and the employees of its tenants who work in the Retail Unit to use the Common Area, but not the Club Facilities, that such Residential Owner is otherwise permitted to use, subject to reasonable regulation by the Board.

Section 3. Easements for Parking. Temporary guest or recreational parking shall be permitted within the Common Areas only within spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area. The Association, through its officers, committees and agents is hereby empowered to establish "parking" and "no parking" areas within the Common Areas as well as to enforce these parking limitations by all means lawful, including the removal of any violating vehicle by those so empowered. The Association and the Declarant are permitted to establish parking areas that are for the exclusive use and benefit of particular Owners and/or Sub-Associations or their tenants and may also designate certain areas as parking exclusively for office, residential or retail purposes.

Section 4. Easements for Vehicular Traffic. In addition to the general easements for use of the Common Areas reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the Development, that each and every Owner shall have a non-exclusive easement appurtenant for vehicular traffic over all private alleys and private drives within the Development, subject to the parking provisions set forth in Section 3 of this Article III. The private alleys and private drives shown on the Plat shall be for the use and benefit of the Lot Owners and the owners of the Development.

Section 5. Waiver of Use. No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Lot from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon or by abandonment of its Lot.

ARTICLE IV. MEMBERSHIP IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association, and no Owner shall have more than one membership in the Association. Memberships in the Association shall not be assignable, except to the successors-in-interest of the Owner, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such Lot shall be the sole qualification for membership in the Association. For the purpose of clarity, the term "Owner" does not include tenants and a tenant of an Owner is not a Member of the Association and has none of the rights of the Owner under this Declaration. A tenant's rights are limited to those rights of use, but not voting or membership, as may be delegated pursuant to Article III, Section 2.

Section 2. Transfer. The Association membership held by any Owner of a Lot shall not be transferred, assigned, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. A Class A Member who has sold its Lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such purchaser

its membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and Assessments attributable to its Lot until fee title to the Lot sold is transferred. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Association. The Board shall have the right to charge a reasonable Special Assessment against any Owner, and its Lot, equal to the cost to the Association of effectuating any such transfer of his membership upon the books of the Association.

Section 3. Sub-Association Membership. The Association shall establish the membership rules, regulations, and requirements for Sub-Associations, which may vary between and among the Sub-Associations. The Association may designate particular Lots as belonging to particular Sub-Associations. For the duration of any such designations, the Owners of the designated Lots shall be members of the particular Sub-Associations in accordance with the rules, regulations, and requirements of membership established by the Association for such Sub-Association.

ARTICLE V. VOTING RIGHTS

Section 1. Classes of Voting Membership. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B membership. Class A Members shall be entitled to one (1) vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon conversion of Declarant's Class B Membership as provided below. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with Article V, Section 2 of this Declaration, and in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant and it shall be entitled to one hundred (100) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (a) When the total votes outstanding in the Class A membership has 100% of the total votes outstanding; or
- (b) When Declarant records a notice in the real property records of Benton County, Arkansas expressly terminating the Class B Member category.

Declarant may assign its rights as Declarant under this Declaration to another party by expressly designating such party as the new Declarant and recording such assignment in the real property records of Benton County, Arkansas.

Section 2. Vote Distribution. Except as provided in Article V, Section 1 above, members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership; provided, the Class B Member may veto, without being subject to override, any decision requiring a vote. When more than one person holds such interest or interest in any Lot ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled

to exercise the vote to which the Lot is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the Class A vote for each Lot shall be exercised, if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such Lot shall be exercised as the majority of the co-owners of the Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of its co-owners. No vote shall be cast for any Lot where the majority of the co-owners present in person or by proxy and representing such co-owners cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

Section 3. Sub-Association Voting Rights. The Association shall establish the voting rights for members of Sub-Associations, which may vary between and among the Sub-Associations. The Association may give itself voting rights and veto powers in any Sub-Association, and the Association may designate persons to serve as members of the board of directors of Sub-Associations. **No changes to the articles of incorporation, bylaws, or other governing documents of a Sub-Association shall be valid or enforceable unless ratified and approved by the Association in its discretion.**

ARTICLE VI. DUTIES AND POWERS OF ASSOCIATION

Section 1. General. The Association, acting through the Board and/or acting through delegations of authority made to Sub-Associations, shall also have the power and duty to:

- (a) Maintain, repair and otherwise manage the Common Areas and all facilities, Improvements and landscaping thereon;
- (b) Maintain all private alleys, private drives, and parking lots (exclusive of the driveways and parking lots located on each Lot that are exclusive only for the use of such Lot) within the Development including cleaning and periodic resurfacing;
- (c) Maintain all street signs that are custom and not maintained by the City of Springdale, which maintenance will include replacing damaged or missing street signs within 48 hours of receiving notice of such and maintaining a reserve fund for such replacement;
- (d) Maintain such policy or policies of liability and fire insurance with respect to the Common Areas and personal property, if any, owned by the Association as provided herein in furthering the purposes of and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws of the Association;
- (e) Employ or contract with a professional manager, which may be an affiliate of Declarant, to perform all or any part of the duties and responsibilities of the Association and shall have the power to delegate its powers to committees, officers and employees; and
- (f) Grant easements, rights of way, or strips of land where necessary, for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Lots.

Section 2. Delegation. The Association may delegate from time to time any portion of the Association's powers, rights, or duties to Sub-Associations. The Association may grant other powers and rights to Sub-Associations as deemed appropriate by the Association. Sub-Associations will have no powers or rights not delegated or otherwise granted to them by the Association, which the Association may modify from time to time. To the extent so delegated or otherwise granted by the Association, a Sub-Association shall enjoy the same powers and rights granted to the Association by this Declaration.

Section 3. Northern Club Facilities. The area identified on **Exhibit C** as the "Northern Club Facilities" (the "Northern Club Facilities") shall be deemed part of the Common Area constituting a portion of the Club Facilities and shall be used and maintained exclusively for open space, floodplain management, drainage, and trails; a single building may be constructed or maintained for storing on-site property maintenance equipment and to serve as a property manager's living quarters and/or office space. Except for these permitted structures, no other buildings, structures, or improvements shall be erected, placed, or permitted within the Northern Club Facilities, nor shall they be used for any purposes inconsistent with these restrictions.

Section 4. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply. Unless at least 67% of the first mortgagees or Members representing at least 67% of the total Association vote consent, the Association shall not:

- (i) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection), subject to approval by the City of Springdale pursuant to an amendment to the PUD;
- (ii) Change the method of determining the obligations, assessments, dues, or other charges that may be levied against an Owner of a Residential Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Development regarding assessments for Communities or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);
- (iii) Change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance, or maintenance of Lots and the Common Area (the amendment of governing documents shall not constitute a change, waiver, or abandonment within the meaning of this provision);
- (iv) Fail to maintain insurance, as required by this Declaration; or
- (v) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of property.

First mortgagees may, jointly or singly, pay taxes or other charges that are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage on the lapse of an Association policy and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE VII. ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Declarant, for each Lot owned by it within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to

pay to the Association: (1) General Assessments for Common Expenses; (2) Capital Improvement Assessments; (3) Special Assessments; and (4) Reconstruction Assessments; such Assessments to be established and collected as hereinafter provided. Such Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due, subject to provisions of this Declaration protecting first Mortgages, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Owner; provided, any delinquent Assessments shall also remain the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due in addition to the successor-in-title of such Owner.

Section 2. Purpose of General Assessments. The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, recreation and welfare of the Owners and for the improvement and maintenance of the Common Areas and of the Office Units, Residential Units, and Retail Units situated upon the Lots in the Development as provided herein.

Section 3. Damage to Common Area by Owners. Maintenance, repairs or replacements within the Common Areas arising out of or caused by the willful or negligent act of the Owner, its family, guests, tenants, employees, agents, licensees, or invitees shall be done at said Owner's expense or a Special Assessment therefor shall be made against its Lot.

Section 4. Basis of General Assessment. The Board may establish different rates of General Assessment for Office Owners, Residential Owners and Retail Owners for the expenses of the Association and maintenance of the Common Areas. The Board may establish any rate of General Assessment as the Board deems reasonable.

Section 5. Capital Improvements and Reconstruction Assessments. In addition to the General Assessments authorized above, the Board may levy from time to time a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of and construction, reconstruction, repair, or replacement of a Capital Improvement or other such addition upon the Common Area, including fixtures and personal property related thereto.

Section 6. Rate of Assessment. General Assessments, Capital Improvement Assessments, and Reconstruction Assessments provided for in this Article VII may be fixed by the Board at different rates for Office Owners, Residential Owners, and Retail Owners and may be based on the square footage of the applicable Office Unit, Residential Unit, or Retail Unit as opposed to being based on a per Lot basis. Rates may also be allocated, at the discretion of the Association, based on the particular Common Areas or Club Facilities that a subgroup of Owners have the right to use to the exclusion of other Owners. Subject to the provisions of Section 3 of this Article, the Association may levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests, or agents. All General Assessments shall be collected on a regular basis by the Board at such frequency as the Board shall determine. The Board may establish different rates of General Assessment, Capital Improvement Assessments, and Reconstruction Assessments for any Lots owned by Declarant.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments herein:

- (a) All property now or subsequently dedicated to and accepted by a local public authority or utility will only be responsible for any Assessments, as outlined in this section, if that local public

authority or utility has agreed to assume the maintenance and expense of that property. Nothing in this section allows for the payment of Assessments for any streets, drainage system, or other improvement that is maintained by a local public authority or utility;

(b) The Common Areas; and

(c) All Lots owned by Declarant until 85% of the Lots are sold by Declarant at which time Declarant shall pay 50% of the Assessments on Lots owned by Declarant.

Section 8. Sub-Association Assessments and Dues. The Association may grant each Sub-Association the right to assess and collect General Assessments, Capital Improvement Assessments, and Reconstruction Assessments related to the portion of the Common Areas and Club Facilities operated under such Sub-Association's delegated authority and for the management and other operating expenses of the Sub-Association. Each Sub-Association may also charge its members dues as set by the board of directors of such Sub-Association. Each Sub-Association may also collect assessments and fees for other services performed by the Sub-Association. By way of illustration only, a Sub-Association may elect to perform some or all of the landscaping maintenance for the Lots within such Sub-Association, in which case the Owners of such Lots shall pay the Sub-Association the assessments as set by such Sub-Association's board of directors for such services.

ARTICLE VIII. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessments: Remedies of the Association. Any installment of General Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment at the rate of eight percent (8%) per annum or the highest amount of interest allowed by law, whichever is greater. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge of \$100.00 or five percent (5%) of the amount of the delinquent installment, whichever is greater, as liquidated damages for the administrative expenses the Association is likely to incur as a result of such late payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of its Lot. If any installment of a General Assessment is not paid within thirty (30) days after its due date, the Board may mail an acceleration notice to the Owner and to each first mortgagee of a Lot that has requested a copy of the notice. The notice shall specify: (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the General Assessment, Special Assessment or Reconstruction Assessment for the then current fiscal year and sale of the Lot. The notice shall further inform the Owner of its right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of General Assessment, Special Assessment, or Reconstruction Assessment and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual General Assessment or the then-current Special Assessment or Reconstruction Assessment to be immediately due and payable without further demand and may enforce the collection of the full General Assessment, Special Assessment or Reconstruction Assessment and all charges thereon in any manner authorized by law and this Declaration.

Section 2. Notice of Assessment. No action shall be brought to enforce any Assessment lien herein unless at least thirty (30) days have expired following the date a Notice of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Association in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas; said Notice of Assessment must recite a legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at ten percent (10%) per annum or the highest amount of interest allowed by law, whichever is greater, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said liens, and the name and address of the claimant. Such Notice of Lien shall be signed and acknowledged by an officer of the Association. The lien shall continue until fully paid or otherwise satisfied.

Section 3. Foreclosure Sale. Any foreclosure action provided for above may be conducted by the Board, its attorneys, or other persons authorized by the Board in the same manner as would be the foreclosure of a defaulted mortgage under the laws of Arkansas or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to credit the amount of Assessments due plus interest and costs and expenses against its bid and shall have the power to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which Notice of Lien was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, and recording such release. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee.

Section 5. Cumulative Remedies. The Assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided.

Section 6. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any Mortgage made in good faith and for value and recorded prior to the date on which the Assessment came due. Sale or transfer of any Lot pursuant to mortgage foreclosure or deed in lieu thereof shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

Section 7. Sub-Association Powers and Remedies. All rights and remedies provided in this Article VIII may be delegated, in whole or in part, to any Sub-Association, which may act in its own name to enforce its rights as provided in this Declaration and the governing documents for such Sub-Association.

ARTICLE IX. LAND USE

Section 1. General Restrictions. The Real Property herein platted shall be held, owned, and used only for office, residential, hotel, restaurant, and retail purposes. No Lot shall be subdivided without written consent of the Declarant or the Association and approval by the City of Springdale pursuant to an amendment to the PUD. No structures shall be erected, altered, placed, or permitted to remain on any Lot

other than Office Units, Residential Units, or Retail Units. No Lot shall be improved, used, or occupied for other than for office, residential, or retail purposes.

Section 2. Retail Restrictions. All portions of any Retail Unit shall be used only for such commercial purposes that are lawful and permitted by applicable zoning ordinances and shall be subject to all of the use restrictions set forth in this Declaration and any other covenants, rules, and regulations created by the Board for such Retail Unit ("Permitted Retail Uses"). Notwithstanding the foregoing, no activity shall be conducted on any portion of a Retail Unit that constitutes a public or private nuisance or hazardous or threatens the life-safety of another Owner, as may be determined in the reasonable discretion of the Association. Permitted Retail Uses of a Retail Unit, and the foreseeable attributes of such a use (such as food odors and noise from a restaurant or any other establishment that is not prohibited herein) shall not be deemed a nuisance and shall not cause the Owner or user of the Retail Unit to be deemed in violation of any provision of this Declaration. A Retail Owner shall lease, operate, and maintain a Retail Unit in a manner consistent with the practices of other institutional owners of first-class retail space in the Springdale, Arkansas area.

Section 3. Office Restrictions. All portions of any Office Unit shall be used for business and professional office use only and shall be subject to all of the use restrictions set forth in this Declaration and any other covenants, rules, and regulations created by the Board for such Office Unit. Uses that generate excessive noise, foot traffic, or disruptive odors are prohibited. Business activities must be confined within each office unit, with no outdoor storage or visible commercial activities permitted. Office Unit users are required to maintain their units in a clean, orderly condition and to be mindful of the shared spaces, parking areas, and common facilities. Office Unit users must limit noise, especially in early morning and evening hours, and to avoid excessive use of shared resources, such as parking, that could impact other tenants or residents. Lighting and signage should be unobtrusive, conforming to approved community standards to maintain an aesthetically cohesive environment. Prohibited uses for office units include retail operations with high customer traffic, businesses involving the manufacturing or handling of hazardous materials, and any activity that generates significant deliveries or disruptive noise levels.

Section 4. Residential Restrictions. All portions of any Residential Unit shall be used only for residential use and may not be used for any commercial or industrial purposes and shall be subject to all of the use restrictions set forth in this Declaration and any other covenants, rules, and regulations created by the Board for such Residential Unit. Home offices are permitted as long as they do not generate significant foot traffic, noise, or other disruptions to neighbors. Residents must maintain their properties in a clean, well-kept manner, free from excessive noise, nuisances, and any activities that may disturb neighboring properties. Landscaping, exterior lighting, and other outdoor features must be maintained to a high standard of safety and aesthetics. Waste must be disposed of properly, and noise levels must be kept to a minimum, especially during evening hours. Residential Units may not be used for short-term vacation rentals, automotive repairs that generate noise or visible storage, or any activities or uses that involve frequent visitors or deliveries beyond what is typical for residential areas.

Section 5. Prohibited Uses. No Lot shall be used for any of the following:

- (i) massage parlor or facility that hosts obscene, nude, or semi-nude live performances;
- (ii) adult bookstore or adult video store where obscene, pornographic, or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, devices, books, magazines, or other related items are sold or displayed;
- (iii) facilities used for the sale, display, or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;
- (iv) funeral home or store selling caskets;
- (v) industrial or manufacturing uses;

- (vi) automotive supplies and parts;
- (vii) any business that would emit odor except with proper ventilation;
- (viii) on-premises dry cleaner except that pickup and drop-off dry cleaner facilities are permitted;
- (ix) nightclub, as such term is defined by applicable zoning ordinances;
- (x) bingo parlor, betting parlor, or gambling casino;
- (xi) adult substance abuse clinic;
- (xii) pawn shop;
- (xiii) check cashing/payday loan establishment;
- (xiv) bail bondsman;
- (xv) tattoo parlor;
- (xvi) marijuana distribution or cultivation facility; and
- (xvii) store that derives a significant portion of its sales from selling tobacco or tobacco-related products, including, but not limited to, a cigar lounge.

ARTICLE X. ARCHITECTURAL CONTROL COMMITTEE

Section 1. Designation of Committee. The Association shall have an Architectural Control Committee, consisting of at least three (3) persons or more if so designated by the Association. As long as Declarant shall own one or more of the Lots, the members of the Architectural Control Committee, and all vacancies, shall be appointed by Declarant. In the event Declarant desires to relinquish its authority to appoint members of the Architectural Control Committee, it shall notify the Board and the City of Springdale, and all vacancies shall thereafter be appointed by the Board.

Section 2. Function of Architectural Control Committee. No Improvement shall be constructed or maintained upon any Lot or Common Area, and no alteration or repainting to the exterior of a structure shall be made and no landscaping to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and Lot plans showing the exterior design, height, building material and color scheme, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing walls and windbreaks, and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of the plans, specifications, and lot plans as finally approved shall be deposited with the Architectural Control Committee. No trees shall be removed without prior written approval of the Architectural Control Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant. Without limiting the rights otherwise provided in this Declaration for the Association to delegate rights and duties to Sub-Associations, the Association may permit a Sub-Association, or a committee thereof, to act as the Architectural Control Committee for some or all of the Lots designated to such Sub-Association.

Section 3. Content of Plans and Specifications. The plans and specifications to be submitted and approved shall include the following:

- (a) A topographical plot showing existing contour grades and the location of all improvements, structures, walks, driveways, fences, and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the lot contours is contemplated.
- (b) Exterior elevations.
- (c) Exterior materials, colors, textures, and shapes.

- (d) Structural design.
- (e) Landscaping plan, including mailboxes, walkways, fences and walls, elevation changes, watering systems, vegetation, and ground cover.
- (f) Parking area and driveway plan.
- (g) Screening, including site, location, and method.
- (h) Utility connections.
- (i) Exterior illumination, including location and method.
- (j) Fire protection system.
- (k) Signs, including size, shape, color, location, and materials.
- (l) Proposed uses.
- (m) Floor plans.

Section 4. Definition of "Improvement". Improvement shall mean and include all buildings, roofed structures, parking areas, driveways, fences, walls, hedges, mass plantings, poles, swimming pools, signs, changes in any exterior color or shape, glazing or re-glazing of exterior windows with mirrored or reflective glass, and any other new exterior construction or exterior improvement which materially alters the appearance of the property and which may not be included in any of the foregoing. The definition does not include garden shrub or tree replacements or any other replacement or repair of any magnitude that does not materially change exterior colors or exterior appearances.

Section 5. The Basis of Approval. Approval of plans and specifications shall be based on the PUD, adequacy of Lot dimensions, structural design, conformity and harmony of external design and of location with neighboring structures and Lots, proposed use, relation of finished grades and elevations to neighboring Lots, and conformity to both the specific and general intent of the protective covenants. The Architectural Control Committee shall establish certain architectural guidelines, which shall be approved by the Board (the "Architectural Guidelines"), and all plans and specifications must comply with Architectural Guidelines then in force and effect. However, the Architectural Control Committee may approve exceptions to the Architectural Guidelines by a vote of at least 75% of the members of the Architectural Control Committee. The current Architectural Guidelines shall be available at the office of the Association or the office of the Declarant. Changes to the Architectural Guidelines must have prior approval by the City of Springdale through an amendment to the PUD.

Section 6. Majority Vote. A favorable vote of the majority of the members of the Architectural Control Committee is required for approval or disapproval of proposed Improvements.

Section 7. Failure of Committee to Act. If the Architectural Control Committee fails to approve, disapprove, or reject as inadequate proposed plans and specifications within sixty (60) days after submittal, they shall be deemed approved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may then reject them entirely, partially, or conditionally approve them.

Section 8. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of its members shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration because of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications.

Section 9. Reasonable Fee. The Architectural Control Committee may charge any Owner a reasonable fee for its services in reviewing that Owner's proposed plans and specifications.

ARTICLE XI. MAINTENANCE

Section 1. Duty of Maintenance. Owners and occupants (including tenants) of any part of the Development shall jointly and severally have the duty and responsibility to keep that part of the Development so owned or occupied, including buildings, improvements, and grounds, in a well-maintained, safe, clean, and attractive condition at all times. Maintenance includes, but is not limited to, the following:

- (a) Complying with all governmental health and police requirements.
- (b) Repainting of improvements.
- (c) Repair of exterior damages to improvements.
- (d) Maintaining private alleys, private drives, and drainage systems (including underground drainage systems), per maintenance requirements found in Article VI, to the extent such alleys, drives, or drainage systems are not maintained by a public entity.

Any maintenance hereinabove described or required of the Owners and occupants may be provided by the Association and the Association shall have the authority to levy Assessments on the Owners benefiting from such maintenance.

Section 2. Enforcement. If, in the opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the 10-day period, then the Association, through its authorized agent or agents, shall have the right and power to enter the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. Notwithstanding the foregoing, such ten (10) day notice period shall not be required in the event the Association elects to repair an emergency situation. The Owners and occupants (including tenants) of any part of the Development on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally and shall constitute a lien against that portion of the Development on which work was performed. This lien shall have the same attributes as the lien for Assessments and Special Assessments set forth in Article VII, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

ARTICLE XII. COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon all Lots and Common Areas for the benefit of all Lots and Common Areas and may be enforced by Declarant, any Owner, or the Association through any remedy available at law or in equity.

1. *Licensed Contractor.* All improvements constructed on any Lots or Common Areas must be constructed by licensed and bonded contractors properly licensed with the Contractors Licensing Board of the State of Arkansas. All contractors meeting these requirements must further be approved by the Architectural Control Committee in its sole and absolute discretion.

2. *Construction.* No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee. Except for the Developer, construction shall be commenced within two (2) years of the acquisition of title to any Lot and shall be completed with continued diligence after the commencement of construction.

3. *Setback Requirements.* No buildings shall be located on any Lot nearer to the front or rear lot lines than the minimum setback lines shown on the Plat without approval of the City of Springdale through an amendment to the PUD.

4. *Easements.* Access easements for installation and maintenance of utilities and drainage of facilities and for pedestrian traffic are reserved in the rights of way of drives and roads or as shown on the recorded plat. Temporary construction easements are reserved over all Lots for the purpose of permitting the orderly and efficient construction of improvements on adjoining Lots; provided, any such use of a temporary construction easement shall be done in a commercially reasonable manner calculated to minimize the disruption of the Lot where the temporary construction easement is utilized.

5. *Oil and Mineral Operations.* No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

6. *Land Use.* No immoral, improper, offensive, or unlawful use shall be made of any Lot or any part thereof, and all valid laws, ordinances, zoning, by-laws, rules, and regulations of all governmental bodies having jurisdiction shall be observed.

7. *Noxious Activity.* No noxious or offensive trade or activity and no adult business shall be carried on upon any Lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves, cuttings, ashes, or other refuse be thrown, placed or dumped upon any vacant Lot, street, road or common areas, nor on any Lot unless placed in a container suitable for garbage pickup (meeting adopted City requirements for solid waste management); nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

8. *Cesspool.* No leaching cesspool shall ever be constructed or used on any Lot.

9. *Exterior Lighting.* Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to unreasonably disturb the adjacent Lots.

10. *Animals and Pets.* No animals or poultry shall be kept on any Lot or Common Area except service animals and a reasonable number of ordinary household pets belonging to a household. All pets must be kept indoors, within adequately fenced yards, or on leashes at all times. Notwithstanding the foregoing, a pet store, veterinary clinic, pet boarding, or pet grooming facility may be permitted within a Retail Unit. The Association may prohibit or restrict breeds of dogs considered dangerous by the

Association, including without limitation some or all of the following or mixes thereof: Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Akitas, Bull Terriers, Bull Mastiffs, Malamutes, Doberman Pinschers, Rottweilers, Chow Chows, Rhodesian Ridgebacks, and any wolf, coyote or other wild dog breed mix.

11. *Signs.* Except as provided in this paragraph, no signs, plaques, or communication of any description shall be placed on the exterior of any Lot or Common Area by an Owner. No yard signs shall be permitted on any Lot except for (1) one temporary sign advertising the property for sale or lease, (2) political signs displayed no earlier than 30 days before and removed within 5 days after an election, and (3) small security or contractor signs not exceeding 12x12 inches, which may be displayed while work is in progress and removed upon completion. All permitted signs must be maintained in good condition and shall not be illuminated. Any signs deemed unsightly, excessive, or inconsistent with the community's appearance standards may be subject to removal at the discretion of the Association.

12. *Nuisances.* No nuisances shall be allowed on any Lot, nor shall any use or practice be allowed which is a source of annoyance to other Owners or which interferes with their right of quiet enjoyment, provided, ordinary construction activities related to the construction, maintenance, and repair of improvements on a Lot shall not be considered a nuisance. Vehicles may not be parked in the grass.

13. *Right of Access for Inspection.* Each Owner hereby grants a right of access to its Lot to the Association, any managing agent of the Association, and/or any other person authorized by the Association or the managing agent for the purpose of making inspections or for the purpose of correcting any conditions originating in its Lot and threatening another Lot or any Common Area, or for the purpose of performing installations, alterations, or repairs to the parts of the Lot over which said persons have control and/or responsibility for maintenance. Reasonable efforts shall be used to notify an Owner before entering non-public areas of a Lot. In case of an emergency, this right of entry shall be immediate whether the Owner is present or notified or not.

14. *Access.* No obstruction shall be placed in a manner that blocks access between Lots unless approved by the Architectural Control Committee.

15. *Street Signs and Sign Poles.* All street signs and sign poles shall be constructed in accordance with the design guidelines attached as **Exhibit B**.

16. *Fences.* All fences within the Development must uphold the Development's high standards of quality and aesthetics. Fences are permitted only in approved materials, such as wood, wrought iron, or vinyl in neutral colors, with chain-link, barbed wire, or industrial-style fencing strictly prohibited. Fences must not exceed six (6) feet in height and may only be placed within property boundaries, with the finished side facing outward. Front yard fences are prohibited. All fences must be meticulously maintained, kept clean, and free of rust or deterioration; prompt repair or replacement of damaged sections is required to preserve the community's upscale appearance. Fences may not be used for hanging items, except for temporary holiday decorations, which must be removed shortly after the holiday. No fence will be constructed without the approval of the Architectural Control Committee.

17. *Alleys.* To the extent that there are any private alleys or private drives within the Development that are the responsibility of the Association to maintain, the Association shall establish and maintain a dedicated reserve fund from the General Assessments specifically for future maintenance and repairs of the private alleys and private drives, ensuring sufficient funds are available for long-term upkeep. Parking within the private drives and private alleys will be subject to the rules and regulations established from time to time by the Association; provided, in all events, Owners and visitors are prohibited from parking in any manner that obstructs traffic or hinders emergency access. The rules may include fees for

improper parking and the right of the Association to tow violating vehicles. The Association is obligated to enforce the parking rules and will contract with a towing company to ensure compliance, authorizing the towing of vehicles in violation of these rules at the owner's expense. By upholding these maintenance and parking standards, the Association ensures that the private alleys and private drives contribute to the Development's high standards of safety, convenience, and appearance.

18. *Zero Lot Line Homes—Special Provisions.* For purposes of this paragraph, a "Zero Lot Line" home is defined as a Residential Unit constructed on or very near one side boundary of the Lot, with little or no setback, so that one side of the home directly adjoins the property line of the neighboring Lot. For Zero Lot Line homes, the Owners of adjoining Lots shall work cooperatively to maintain the areas along shared property lines. Each Owner is responsible for keeping their side of the property clean, safe, and well-maintained, including any fencing, walls, landscaping, or other shared features along the boundary. Where maintenance or repairs are necessary to shared structures, including but not limited to walls or fencing, adjoining owners shall equitably share the costs, with expenses divided based on the proportional benefit to each party. Both Owners of adjoining Zero Lot Line homes must mutually agree upon any alterations, significant repairs, or replacements to shared structures in advance. In the event of a dispute regarding maintenance or costs, the Association may mediate to facilitate a fair resolution. This cooperative maintenance requirement helps preserve property values and ensures a cohesive, well-kept appearance throughout the Development.

19. *Trash Management Areas.* The Association shall designate specific areas for the placement of dumpsters and other waste collection facilities (the "Trash Management Areas"). All trash, garbage, and other waste materials generated by Owners or occupants of the Retail Units and Office Units of the Development must be disposed of exclusively in the designated Trash Management Areas in accordance with the rules and regulations established by the Association's Board. The Association shall arrange for regular trash pickup services for the Retail Units and Office Units of the Development, the cost of which shall be allocated among all Retail Owners and Office Owners on a pro-rata basis, as reasonably determined by the Association Board. Owners and occupants shall comply with any additional requirements set forth by the Association regarding the use and maintenance of the Trash Management Areas to ensure cleanliness and compliance with applicable laws and regulations.

ARTICLE XIII. EASEMENTS; UTILITIES

Section 1. Utility, Drainage, and Drive Easements. Easements of way for private alleys and private drives are shown on the Plat, and the persons, firms, or corporations engaged in supplying public utility services, the same being, without limitation, the generality of the foregoing, electric power, gas, telecommunication, cable television, water, and sewer, shall have the right to use and occupy said easements for the installation, maintenance, repair, and replacement of such utility services. Easements for the installation, maintenance, repair, and replacement of utility services, sewer, and drainage have heretofore been reserved, said easements being of various widths, reference is hereby made to the Plat for a more specific description of width and location thereof. The electric and telecommunication facilities are underground, and it is necessary for the electric and telecommunication utilities to have special provisions to protect their facilities. Any alterations or lowering of the surface grade of the ground in any easement and the area immediately adjoining such easement are prohibited, which would result in there being less than 30 inches of clearance either vertically or horizontally between the surface grade and the underground electric cables and conductors supplying electric power and service unless approved by the Architectural Control Committee. The electric distribution transformer stations and service pedestals are located on surface grade. Any fills within the area of the said easements and upon the lands adjacent thereto which will damage or will interfere with the installation, maintenance, operation, and replacement of the electric and telecommunication cables facilities and equipment and the supplying of service from such equipment

are also prohibited. No trees, incinerators, structures, buildings, or similar improvements shall be grown, built, or maintained within the area of such utility easements. No excavations within the area of such easements for the erection of any fences (wood, wire, stone, or brick) or for any of the purposes shall be made that would interfere with the installation, maintenance, repair, and replacement of any utility service. In the event any trees, incinerators, structures, buildings, fences, pavement, or similar improvements shall be grown, built, or maintained within the area of such easement, no utility will be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.

Section 2. General Easements. Reciprocal easements are hereby reserved for the benefit of adjoining Lot Owners for the control, maintenance, and repair of the utilities of adjoining Lot Owners. Declarant expressly reserves for the benefit of all of the Real Property in the Development, and the Owners, reciprocal easements of access, ingress, and egress over all Lots, and over the Common Area, for the use and enjoyment of the Lots in accordance with this instrument, including without limitation, for installation and repair of utility services, for drainage over, across and upon adjacent Lots for water resulting from the normal use of adjoining Lots, for maintenance and repair of any Office Unit, Residential Units, or Retail Unit. Such easements may be used by Declarant, its successors, purchasers, and all Owners, their guests, agents, tenants, licensees, and invitees, residing on or temporarily visiting the Development, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary for the use and enjoyment of a Lot and the Common Area. No Owner of a Lot shall interfere with the established drainage pattern over its Lot from adjoining or other Lots. Each Owner of a Lot shall make adequate provision for drainage in the event it changes the established drainage over its Lot. For purposes of this instrument, "Established Drainage" or words of similar effect on any Lot is defined as the drainage pattern and facilities in existence at the time that such Lot is conveyed to a purchaser from Declarant. In the event that any Office Unit, Residential Unit, or Retail Unit encroaches upon the Common Area and facilities as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Development, a valid easement for encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Declarant and the Lot Owners of each Lot on which there is constructed an Office Unit, Residential Unit, or Retail Unit along or adjacent to said Lot line shall have an easement appurtenant to said Lot over the Lot line to and over the adjacent Lot, for the purposes of accommodating any natural movement or settling of any Office Unit, Residential Unit, or Retail Unit located on said Lot, any encroachment of any Residential Unit, Residential Unit, or Retail Unit due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs, and architectural features as parts of the original construction of any Office Unit, Residential Unit, or Retail Unit located on said Lot.

Section 3. Utilities. All Owners of Lots shall install and maintain in conformity with applicable code requirements and other regulations, underground service laterals and/or electric service entrance conductors of adequate capacity. All owners of Lots shall dig and backfill in conformity with applicable code requirements and other regulations.

ARTICLE XIV. INSURANCE, INDEMNIFICATION, AND EMINENT DOMAIN

Section 1. Indemnification. Each Owner shall indemnify, defend, and hold harmless the other Owners from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its Lot, except to the extent caused by the negligence or intentional misconduct of the party to be indemnified.

Section 2. Insurance.

(a) Each Owner of any portion of the Development shall procure and maintain in full force and effect throughout the term of its ownership commercial general liability insurance and property damage insurance against claims for personal injury, death, or property damage occurring upon, in or about its property, each Owner's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for property damage. Each Owner shall provide the Association and the Declarant with evidence of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Declaration. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the Association and the Declarant and shall name the Association and the Declarant as an additional insured. The insurance limits required by this Section are not a limit on the liability of a party. The Association may, from time to time, increase the limits of insurance required hereby if deemed reasonable by the Association and/or set different insurance requirements for the Retail Units, the Office Units, or the Residential Units.

(b) At all times during the term of this Declaration, each Owner shall keep all improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause (or its equivalent) in effect from time to time in Arkansas, with such insurance to be for the full replacement value of the insured improvements. Each Owner shall promptly repair any casualty damage occurring on its property, regardless of the availability of insurance proceeds. If an Owner elects not to rebuild after a casualty, such Owner shall promptly raze such improvements, remove all debris, restore such property to be in compliance with all applicable laws, rules, and regulations, and restore such property to an aesthetically pleasing condition.

(c) Each Owner of any portion of the Development for itself and its property insurer hereby releases the other owners of portions of the Development from and against any and all claims, demands, liabilities, or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party was carrying that insurance.

(d) For Residential Units, the Association shall have the authority to waive or reduce the insurance requirements of this Section and/or require alternative insurance for Residential Units.

(e) Sub-Associations may establish additional insurance requirements for Lots within the Sub-Association.

Section 3. Eminent Domain.

(a) *Owner's Right to Award.* Nothing herein shall be construed to give an Owner any interest in any award or payment made to another Owner in connection with any exercise of eminent domain or transfer in lieu thereof.

(b) *Collateral Claims.* All other Owners may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another Owner so long as such claims do not reduce the amount payable to the Owner whose property is taken.

(c) *Tenant's Claim.* Nothing in this Section shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between such tenant and Owner for all or a portion of any such award or payment.

(d) *Restoration of Easements.* The Owner of any portion of the easements granted by this Declaration that are condemned shall promptly repair and restore the remaining portion of the easements within its respective Lot as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

ARTICLE XV. GENERAL PROVISIONS

Section 1. Enforcement. In the event of any violation or attempt to violate any of the covenants or restrictions herein before the expiration date hereof (whether the original expiration date or the expiration date of any extension thereof), it shall be lawful for any Owner of a Lot, or the mortgagee of an Owner, or any utility company owning utility facilities in any utility easement, to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such covenants or restrictions, either to prevent him or them from so doing or to recover damages for such violations. The remedy at law, in such event, is hereby agreed to be inadequate, and a suit in equity for an injunction to prevent breach or violation of the Provisions is agreed to as a proper remedy. Declarant, for itself and all future Owners, declared that it is not its intent to confer any right of action upon owners of adjacent or nearby properties for breach of the Provisions, the same being for the benefit only of Owners and their mortgagees.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a mixed-use community incorporating office, residential, and retail uses and for the maintenance of the Common Areas. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter. This Declaration shall be governed by Arkansas law, and any disputes arising under this Declaration shall be adjudicated in courts having jurisdiction within Benton County, Arkansas.

Section 4. Public Rights or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Development to the public or for any public use except as otherwise shown on the Plat or as otherwise expressly provided in this Declaration.

Section 5. No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with

the Development or any portion of the Development, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a planned development, except as specifically and expressly set forth herein.

Section 6. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by nationally recognized courier, or by ordinary mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the applicable Office Unit, Residential Unit or Retail Unit of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 7. Constructive Notice and Acceptance. Every person who owns, occupies, or acquires any right, title, estate, or interest in or to any Lot or other portion of the Development does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Development or any portion thereof.

Section 8. Attorneys' Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this instrument or any provision thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorneys' fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

Section 9. Jury Waiver. EVERY PERSON WHO OWNS, OCCUPIES, OR ACQUIRES ANY RIGHT, TITLE, ESTATE, OR INTEREST IN OR TO ANY LOT OR OTHER PORTION OF THE DEVELOPMENT DOES AND SHALL BE CONCLUSIVELY DEEMED TO HAVE UNCONDITIONALLY WAIVED THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT TO ENFORCE OR INTERPRET THE TERMS OF THIS DECLARATION. THIS PROVISION DOES NOT APPLY TO THE CITY.

Section 10. Amendments. Any amendments require the approval of the City of Springdale through an amendment to the PUD. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration without the consent of any other Owner if such amendment is necessary to (i) bring this Declaration in compliance with any rule, regulation or requirement of the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Federal Home Loan Corporation; or (ii) make corrective changes.

Section 11. Severability. If any provisions of this Declaration or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid provision does not materially affect the rights of the parties hereto, the remainder of this Declaration and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[Signatures Follow]

IN WITNESS WHEREOF, Declarant has hereunto caused these presents to be executed by its duly authorized officers on the _____ day of _____, 2025.

BLUE RIBBON INDUSTRIES LLC,
an Arkansas limited liability company

By: _____
Alexander Blass, Manager

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day, before me, a Notary Public, duly commissioned, qualified, and acting, within and for the said county and state, appeared in person the within named Alexander Blass, to me personally well known, who stated that he was the Manager of **Blue Ribbon Industries LLC**, an Arkansas limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument or the consideration, uses, and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

[S E A L]

EXHIBIT A

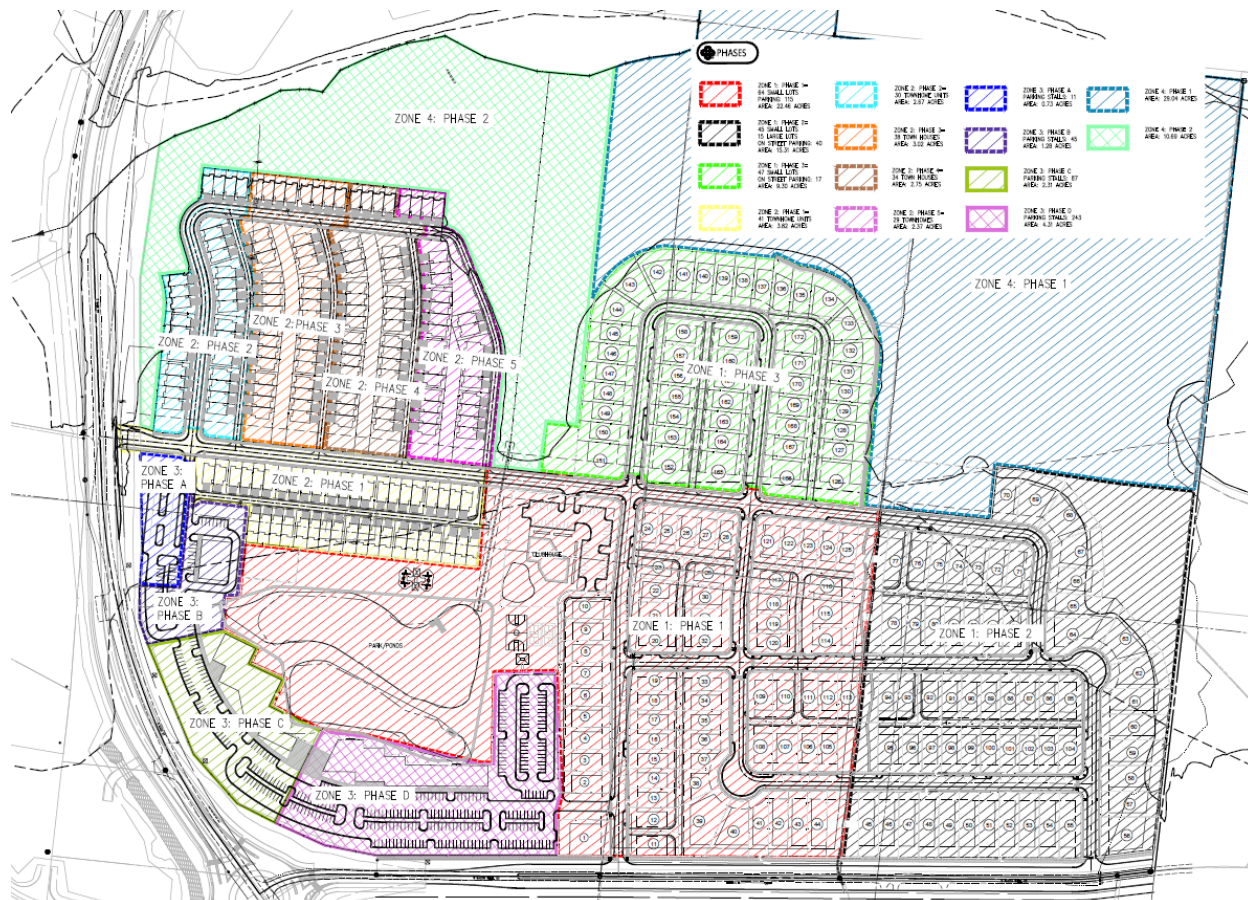
[THE REAL PROPERTY]

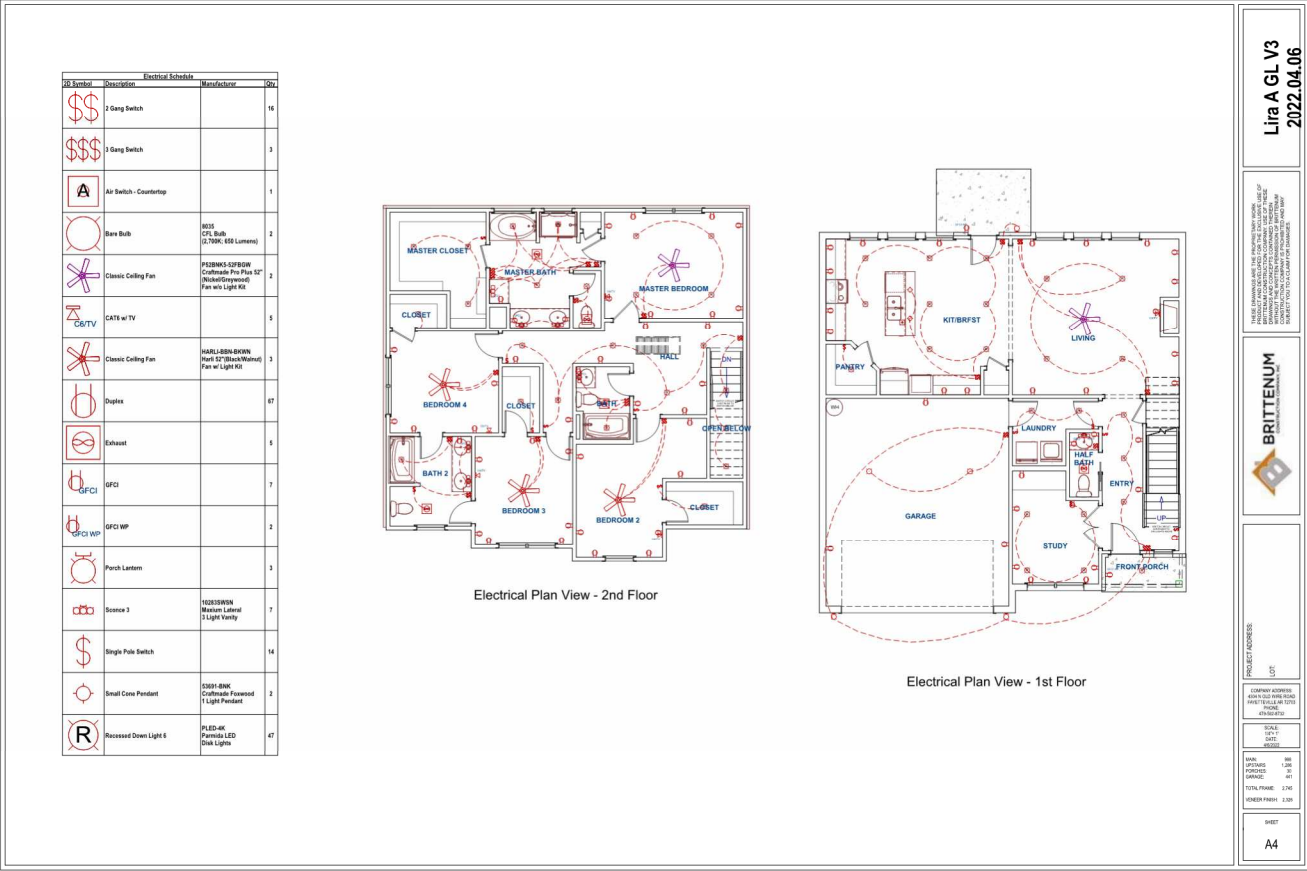
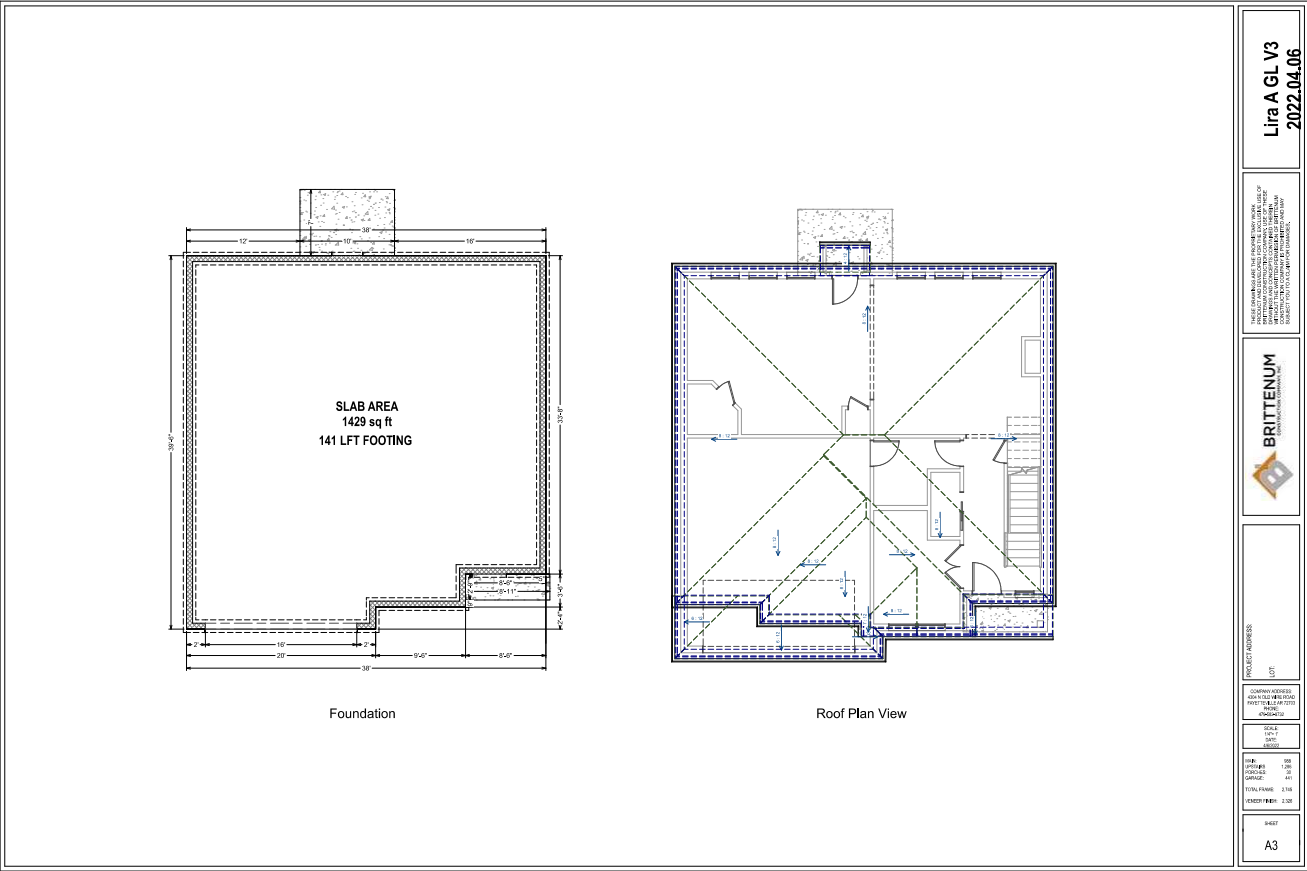
EXHIBIT B

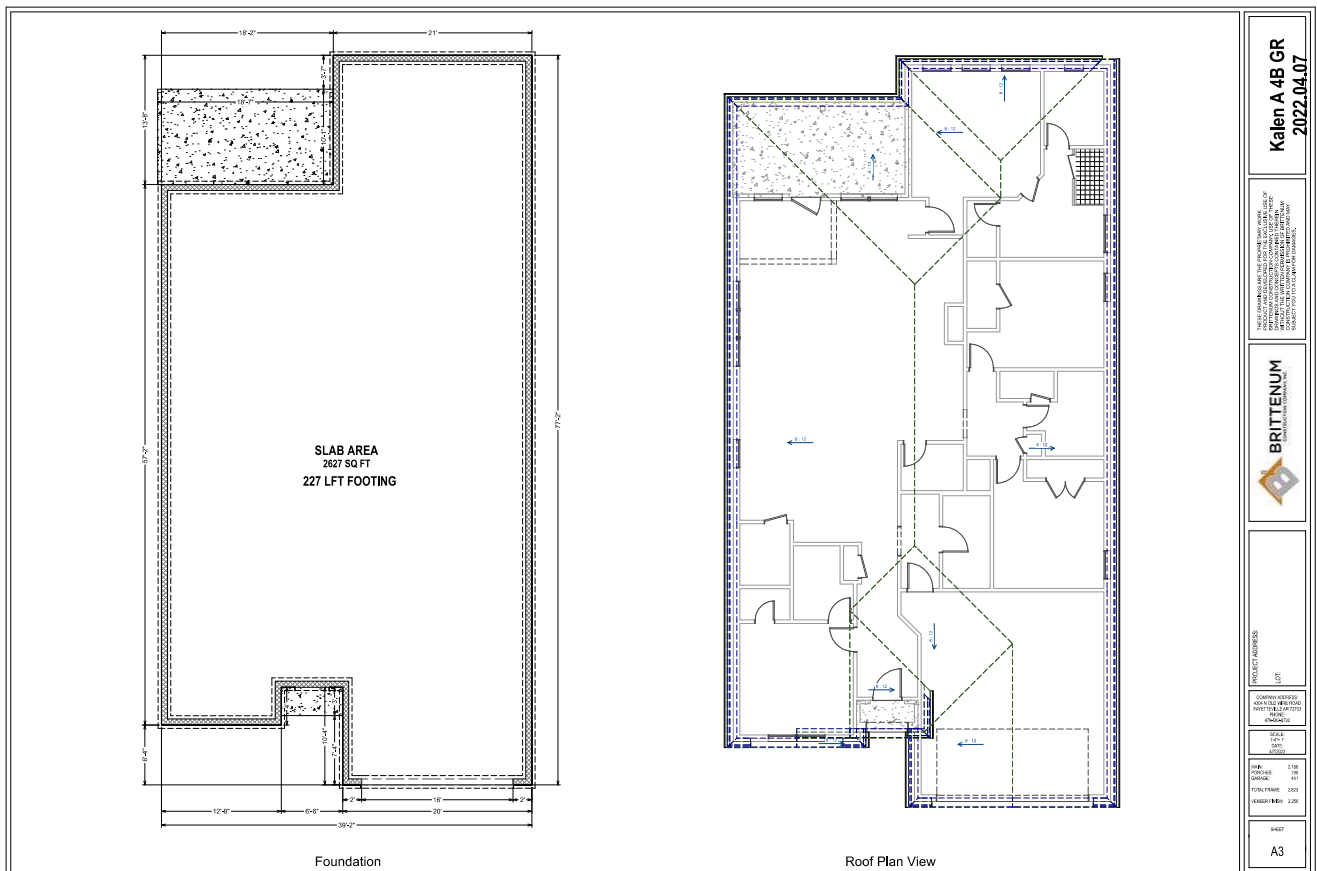
[SIGN POLE INSTALLATION GUIDE
AND CLASSIC BLADE TRIM INSTALLATION GUIDE]

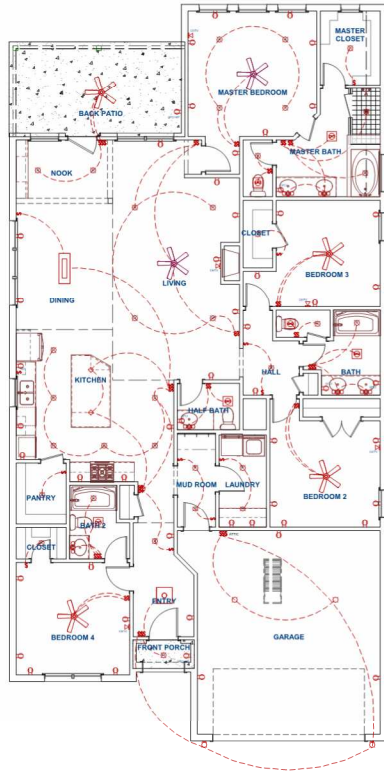
EXHIBIT C

The Northern Club Facilities is the area shown below as Zone 4: Phase 2.









Electrical Plan View - 1st Floor

Item	Description	Manufacturer	Qty
2	2 Gang Switch		11
3	3 Gang Switch		7
4	Ashmore 4 Light Chandelier	38024-CH	1
5	Ashmore Island Light	PT1020-40	1
6	Bare Bulb	8005	2
7	Ceiling Fan	PT1020-40	5
8	Classic Ceiling Fan	PT1020-40	2
9	Duplex		10
10	Exhaust		6
11	GFCI		4
12	GFCI WP		2
13	Garbage Disposal Switch		1
14	Porch Lantern	TBD	2
15	Classic Ceiling Fan	HARLISON-BROWN	4
16	Scenes 3	1000000000	6
17	Single Pole Switch		11
18	Small Cove Pendant	PT1020-40	2
19	Recessed Down Light 6	PLED-4K	33

Kalen A 4B GR
2022.04.07



PROJECT ADDRESS:

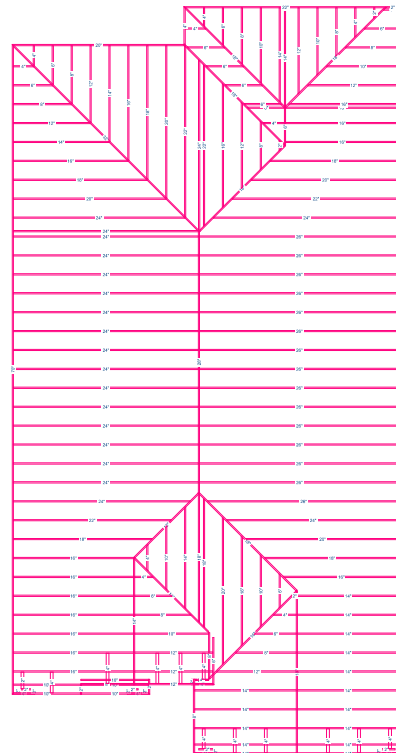
LOT

COMPANY ADDRESS:
400 N. 10th Street, Suite 100
Fargo, ND 58103
(701) 785-1234

SCALE:
1"=10'-0"

DATE:
2022.04.07

SHEET:
A4



Framing, Roof Plan View

Kalen A 4B GR
2022.04.07



PROJECT ADDRESS:

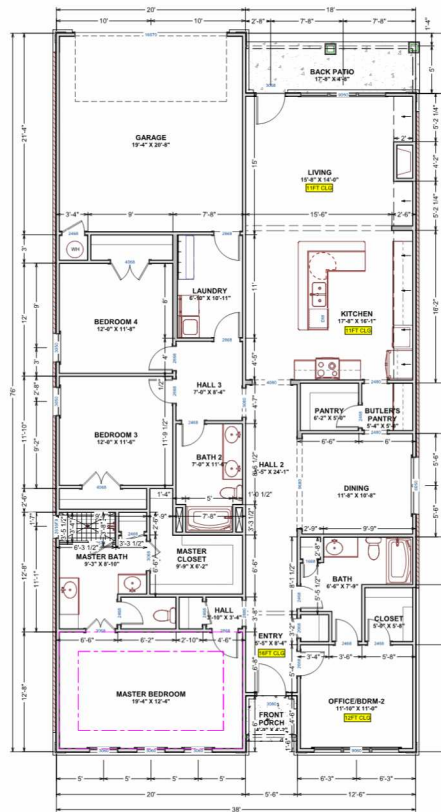
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COMPANY ADDRESS:
400 N. 10th Street, Suite 100
Fargo, ND 58103
(701) 785-1234

SCALE:
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DATE:
2022.04.07

SHEET:
A5



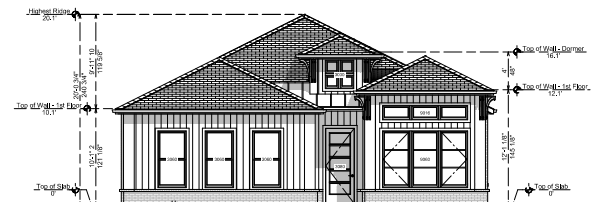
10FT PLATELINE

Aurora Plan 3A V2
2021.10.28

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PUNISHED BY LAW.



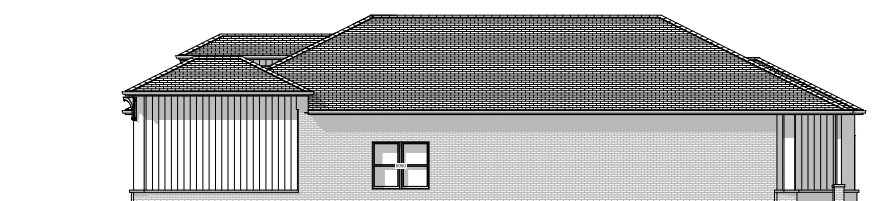
PROJECT ADDRESS:	LOT
COMPANY ADDRESS:	450 N. 10th Street, Suite 100, Lincoln, NE 68502
PHONE:	402.441.1111
SCALE:	1/8" = 1'-0"
DATE:	10/28/2021
BY:	BR
CHECKED BY:	BR
TOTAL PRICE:	2,000
OWNER PRICE:	2,000
SHEET:	A1



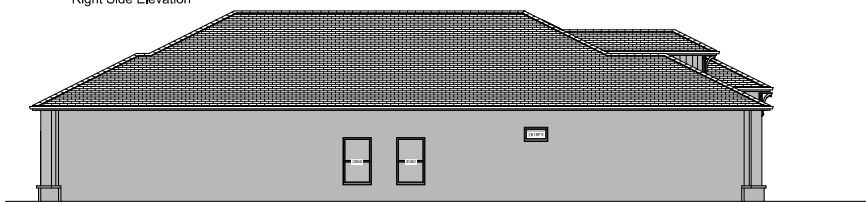
Front Elevation



Rear Elevation



Right Side Elevation



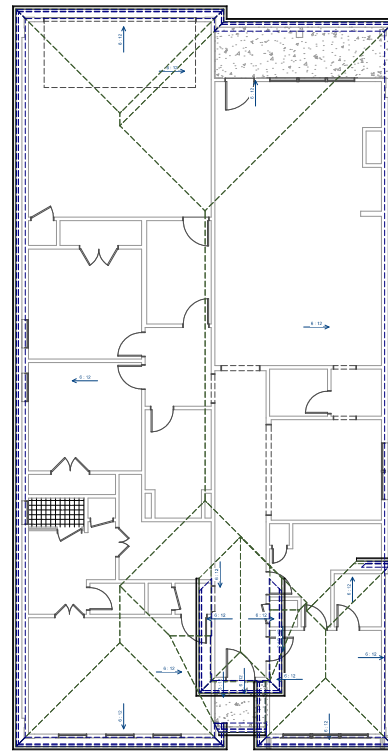
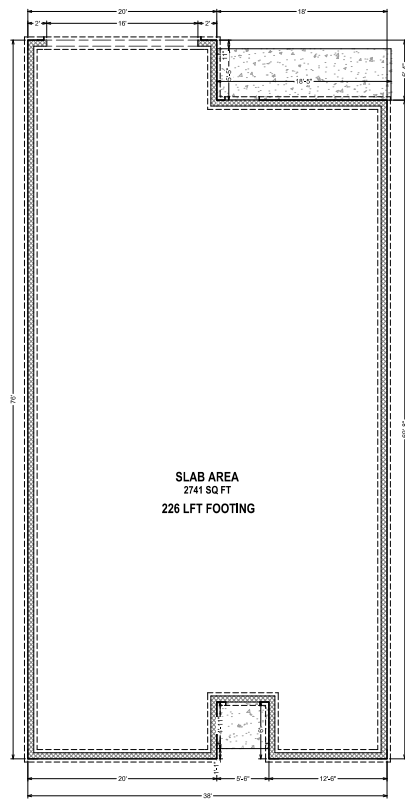
Left Side Elevation

Aurora Plan 3A V2
2021.10.28

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STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE
WRITTEN PERMISSION OF BRITTENUM ARCHITECTURAL,
INC. ANY VIOLATION OF THIS NOTICE SHALL BE
PUNISHED BY LAW.



PROJECT ADDRESS:	LOT
COMPANY ADDRESS:	450 N. 10th Street, Suite 100, Lincoln, NE 68502
PHONE:	402.441.1111
SCALE:	1/8" = 1'-0"
DATE:	10/28/2021
BY:	BR
CHECKED BY:	BR
TOTAL PRICE:	2,000
OWNER PRICE:	2,000
SHEET:	A2



SLAB AREA
2741 SQ FT
226 LFT FOOTING

Foundation

Roof Plan View

Aurora Plan 3A V2
2021.10.28



PROJECT ADDRESS

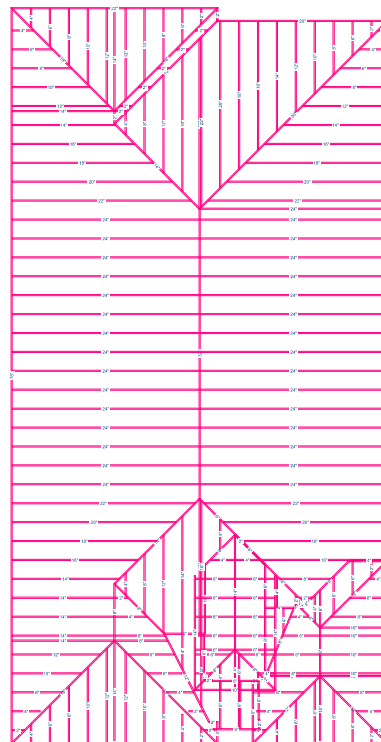
COMPANY ADDRESS:
4304 N OLD VILLE RD
PRYETTSVILLE AR 72
PHONE:
479-664-8720

SCALE:
14% F
DATE:
10/26/2011

FRONT END:	1.10
GARAGE:	4.20
TOTAL FRAME:	2.80
VENDOR FEE:	2.30

D-65T

A3



Framing, Roof Plan View

Aurora Plan 3A V2
2021.10.28



PROJECT ADDRESS

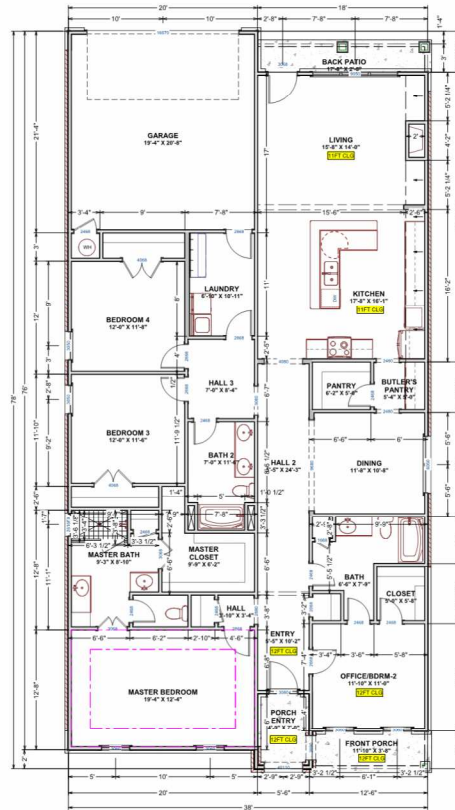
COMPANY ADDRESS:
4304 N OLD VIRE RD
FAYETTEVILLE AR 72701
PHONE:
479-686-1720

SCALE: 1/4" = 1' DATE: 10/26/2021
--

POLISHED:	11
GARAGE:	42
TOTAL FRAME:	2.00
VENDOR FEE:	2.20

D-GET

A4



10FT PLATELINE

Aurora Plan 3B V2
2021.10.28

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BRITTENIUM
ARCHITECTURE

PROJECT ADDRESS:

LOT

COMPANY ADDRESS:
450 N. 10th Street, Suite 100
Minneapolis, MN 55401
(612) 338-1111

SCALE:
1/4" = 1'-0"
1/8" = 1'-0"
1/2" = 1'-0"
3/4" = 1'-0"
1" = 1'-0"

AREA:
SQUARE FEET: 2,135
SQUARE FEET: 48
TOTAL FLOOR: 2,183
GARAGE FLOOR: 2,136

SHEET

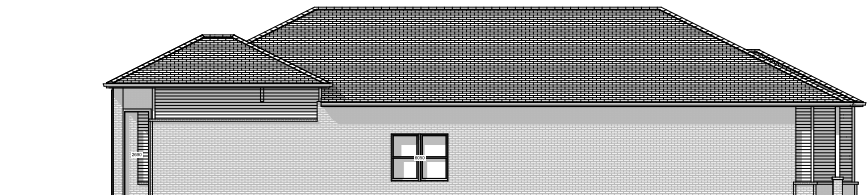
A1



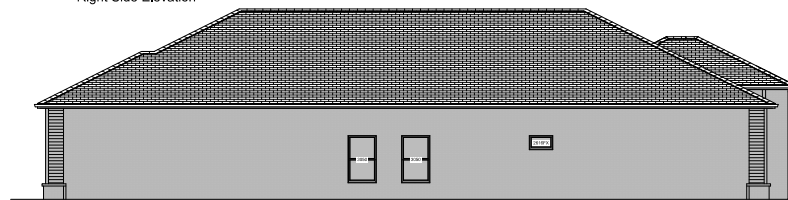
Front Elevation



Rear Elevation



Right Side Elevation



Left Side Elevation

Aurora Plan 3B V2
2021.10.28

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ARCHITECTURE

PROJECT ADDRESS:

LOT

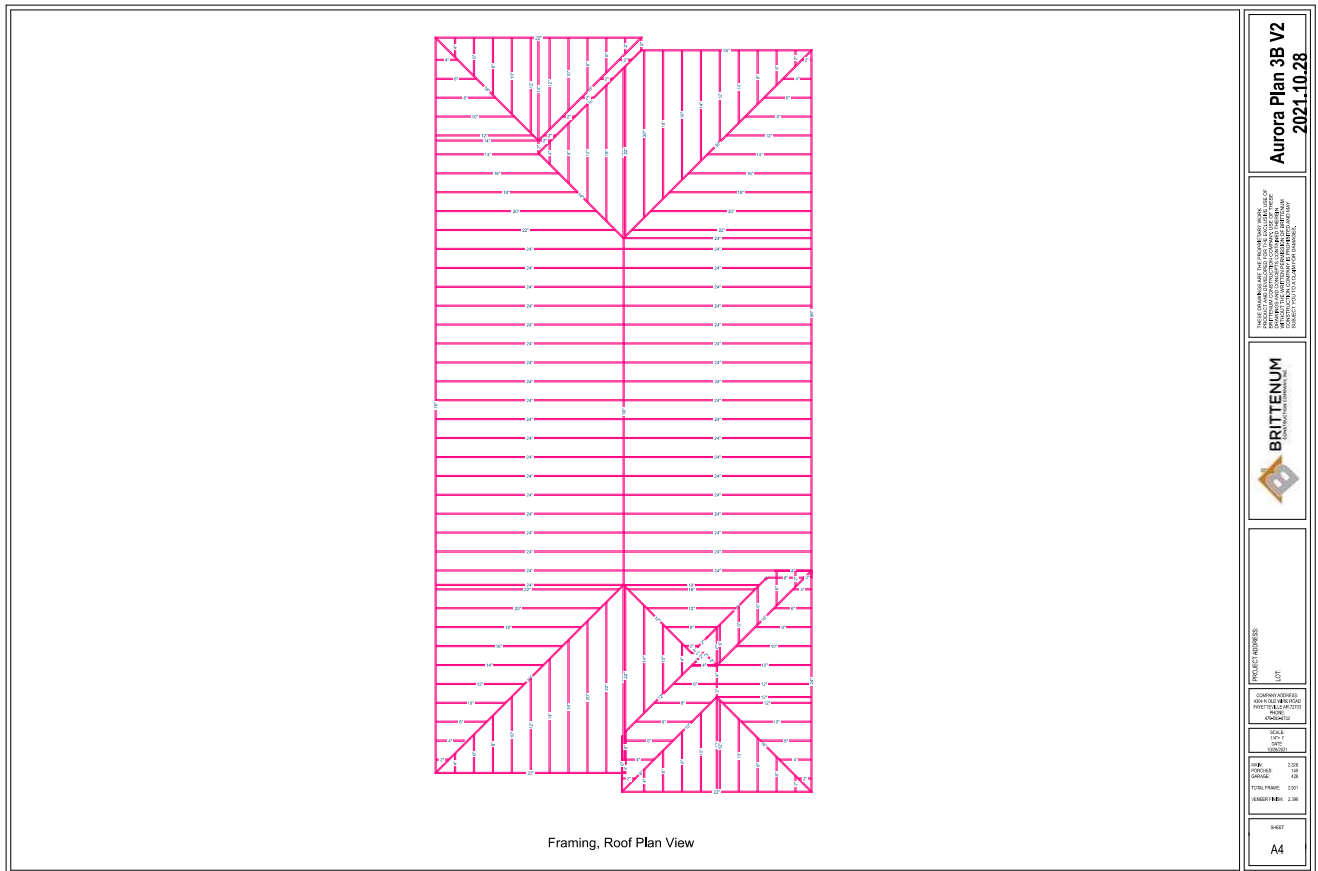
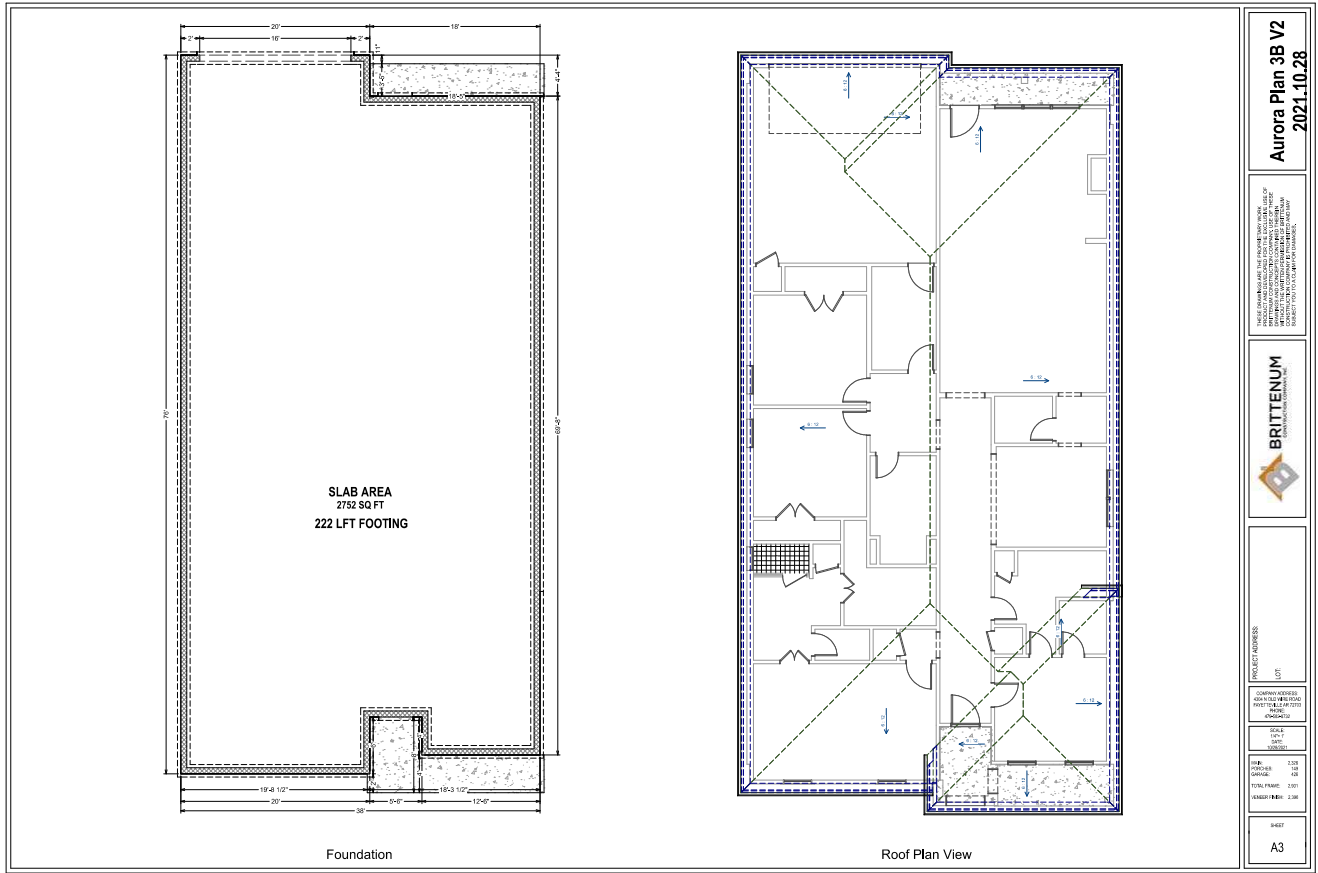
COMPANY ADDRESS:
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Minneapolis, MN 55401
(612) 338-1111

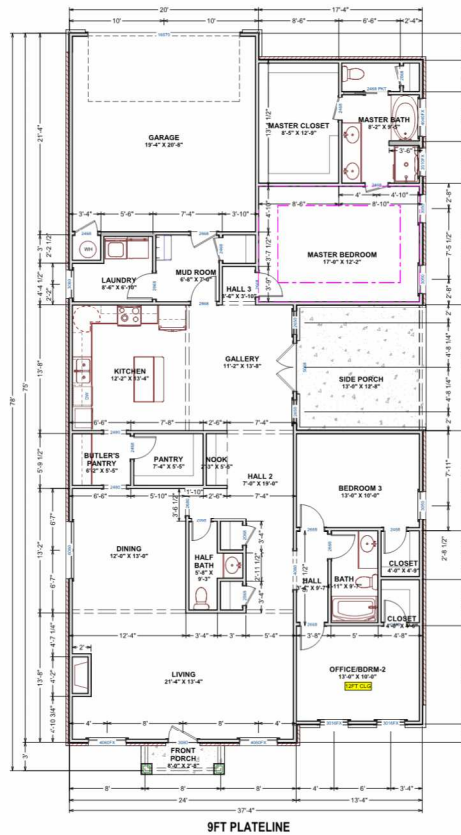
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1/4" = 1'-0"
1/8" = 1'-0"
1/2" = 1'-0"
3/4" = 1'-0"
1" = 1'-0"

AREA:
SQUARE FEET: 2,135
SQUARE FEET: 48
TOTAL FLOOR: 2,183
GARAGE FLOOR: 2,136

SHEET

A2





9FT PLATLINE

Aurora Plan 5C
2021.10.28

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ARCHITECTURE, INC.

PROJECT ADDRESS:
LOT

COPYRIGHT ADDRESS:
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Minnetonka, MN 55345
(952) 835-1111

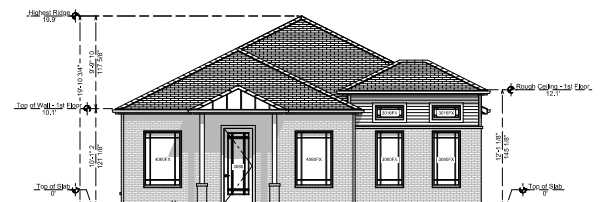
SCALE:
1/4" = 1'-0"

DATE:
10/28/2021

AREA:
2,112

PERIMETER:
1,197

SHEET:
A1



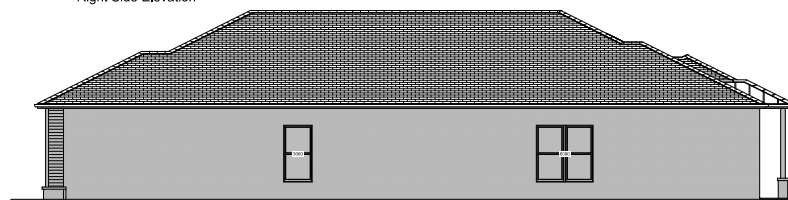
Front Elevation



Rear Elevation



Right Side Elevation



Left Side Elevation

Aurora Plan 5C
2021.10.28

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ARCHITECTURE, INC.

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LOT

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Minnetonka, MN 55345
(952) 835-1111

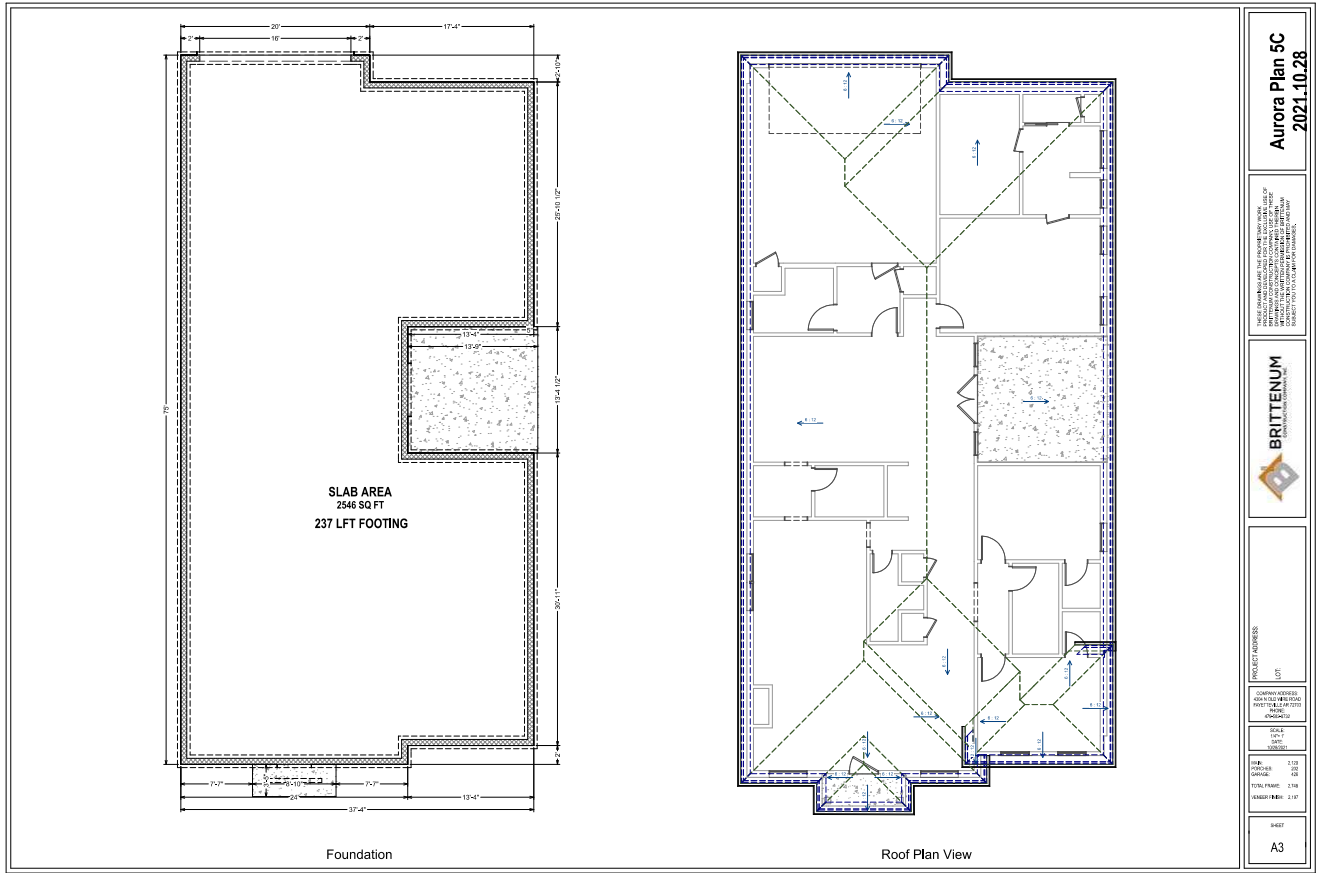
SCALE:
1/4" = 1'-0"

DATE:
10/28/2021

AREA:
2,112

PERIMETER:
1,197

SHEET:
A2



Aurora Plan 5C
2021.10.28

BRITTENUM
ARCHITECTURAL

PROJECT ADDRESS:
LOT

COMPANY ADDRESS:
100 N. 10th St., Suite 100
Minneapolis, MN 55401
Phone: (612) 338-1111
Fax: (612) 338-1112
Email: info@brittenum.com

SCALE:
1" = 1'-0"

DATE:
10/28/2021

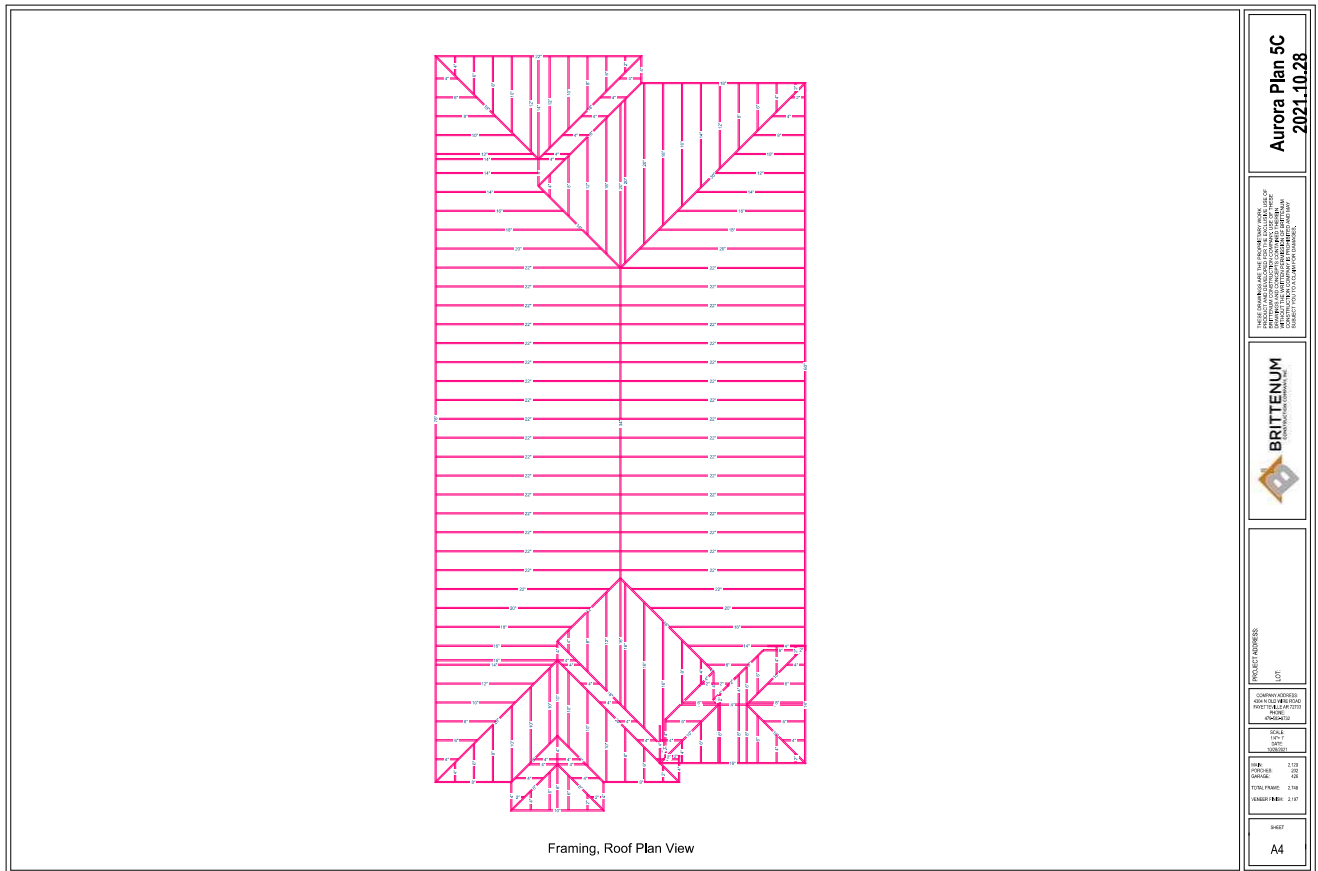
AREA:
2,112

PERIMETER:
600

TOTAL PERIMETER:
2,112

OVERALL DIMENSION:
2,112

SHEET:
A3



Aurora Plan 5C
2021.10.28

BRITTENUM
ARCHITECTURAL

PROJECT ADDRESS:
LOT

COMPANY ADDRESS:
100 N. 10th St., Suite 100
Minneapolis, MN 55401
Phone: (612) 338-1111
Fax: (612) 338-1112
Email: info@brittenum.com

SCALE:
1" = 1'-0"

DATE:
10/28/2021

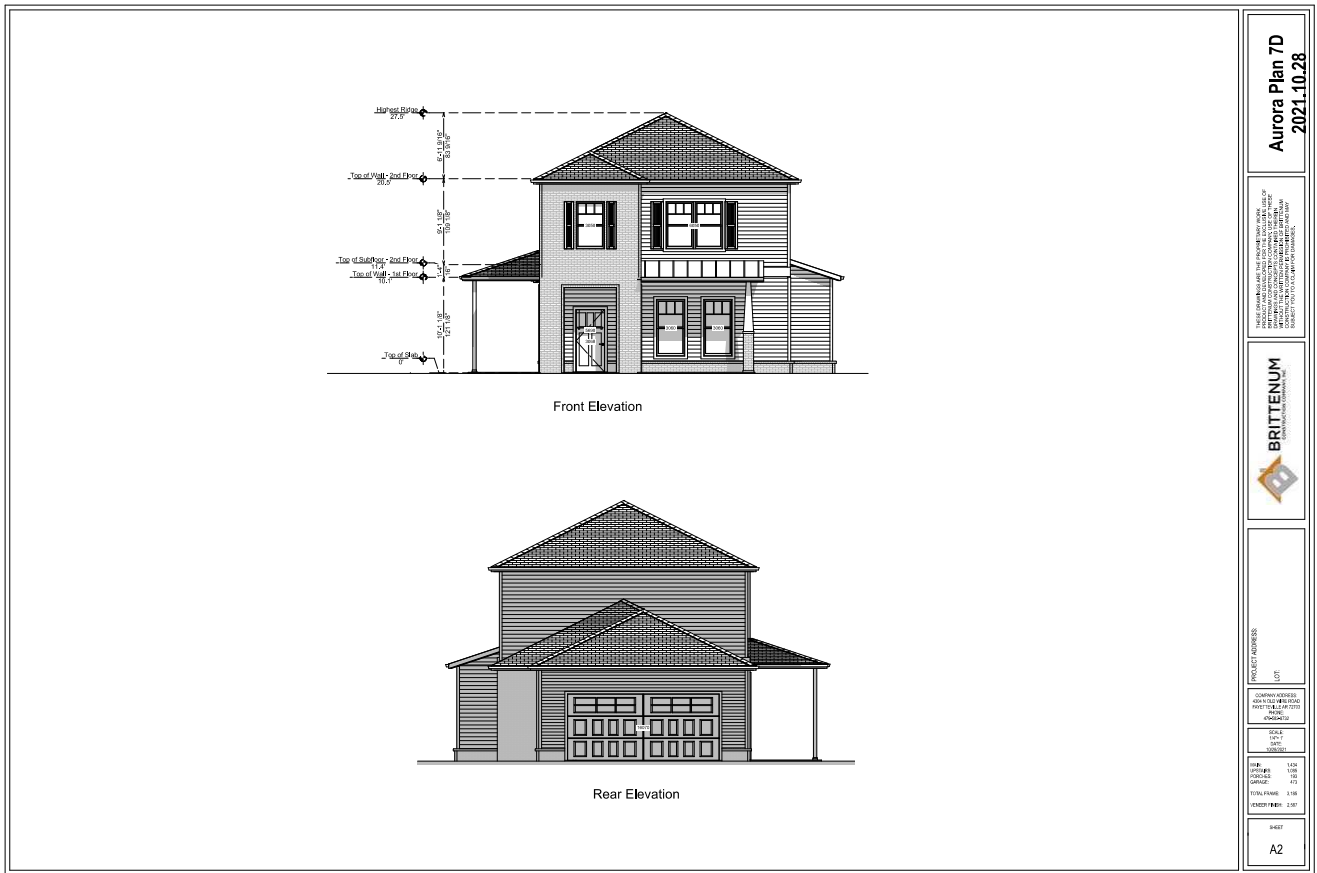
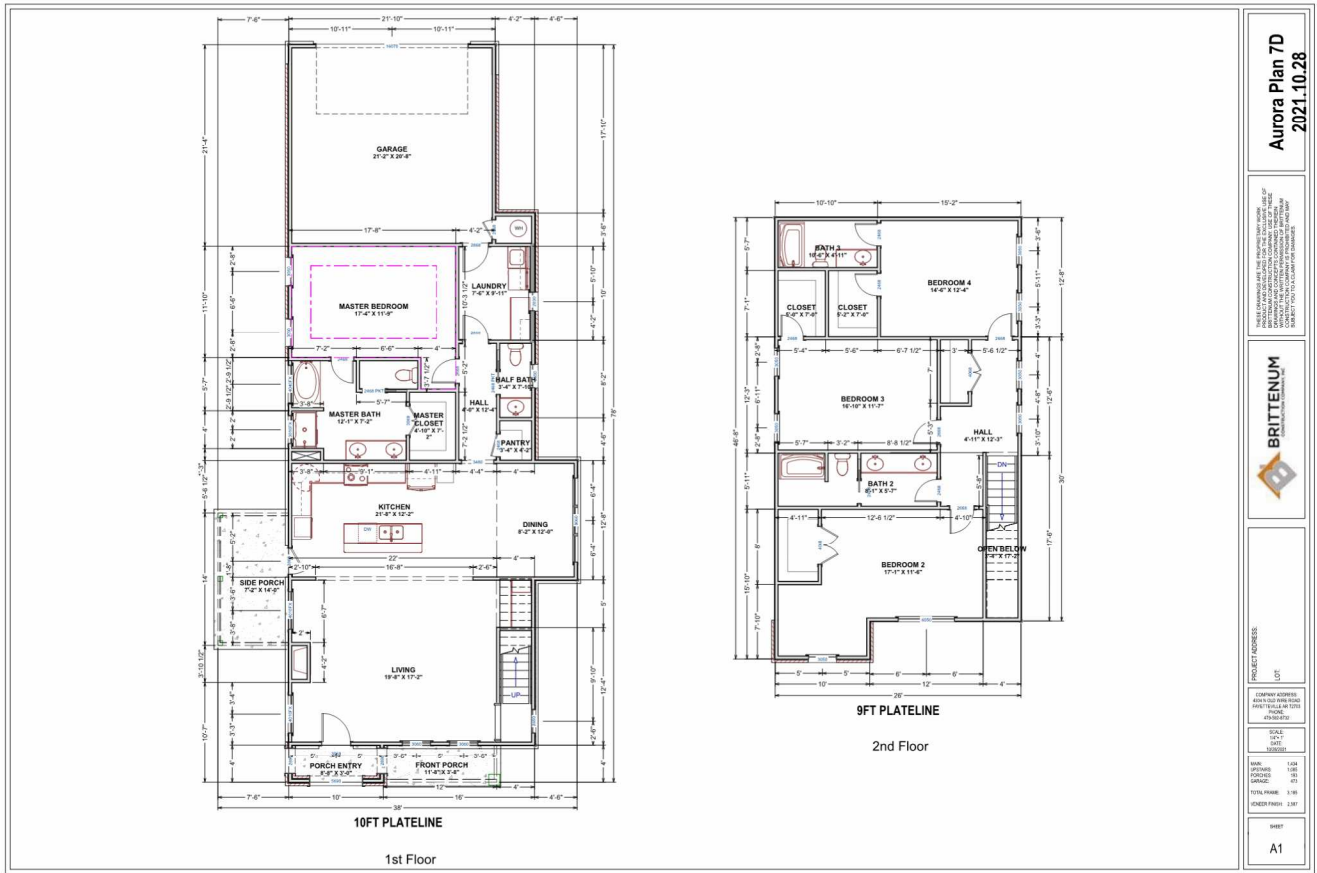
AREA:
2,112

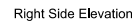
PERIMETER:
600

TOTAL PERIMETER:
2,112

OVERALL DIMENSION:
2,112

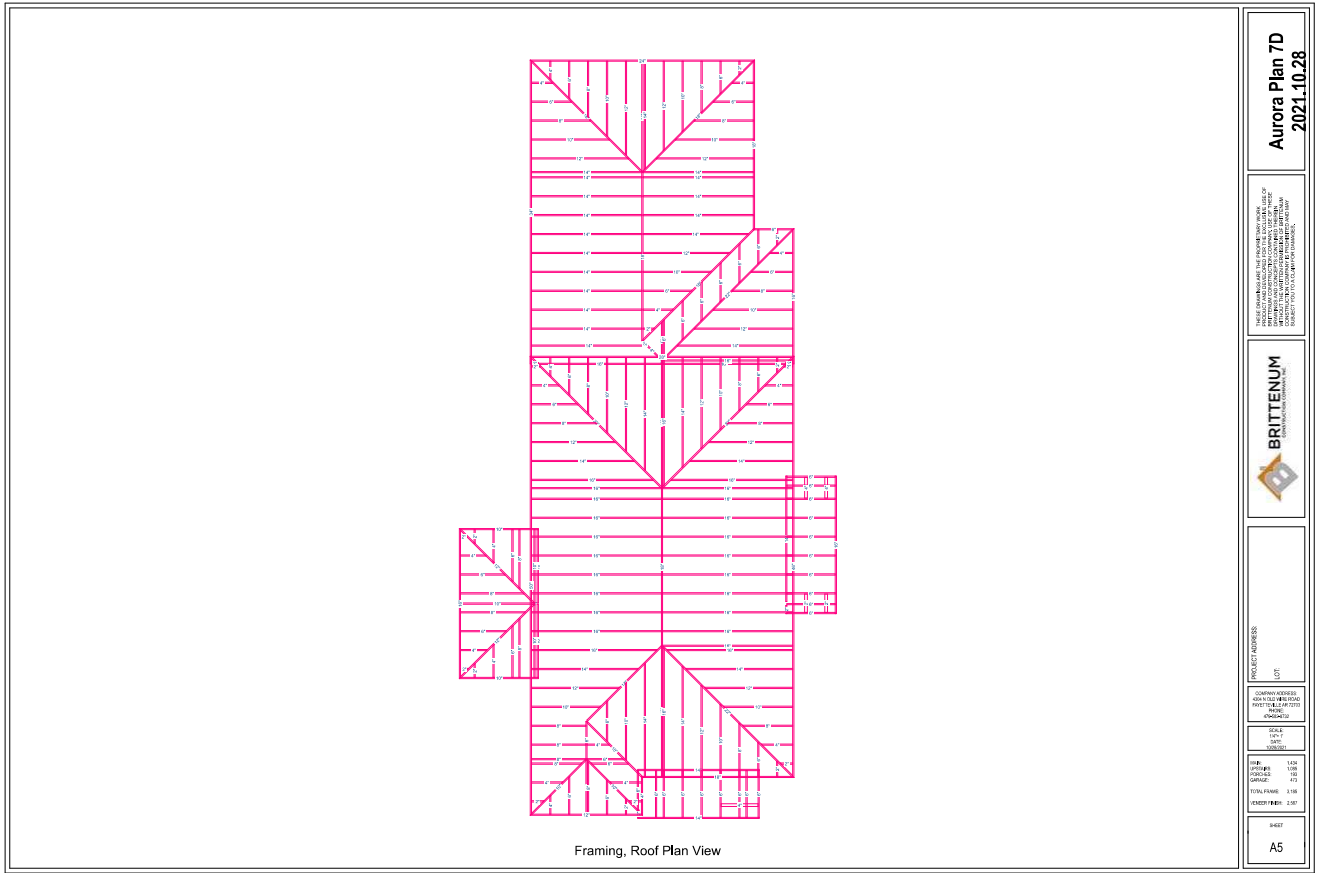
SHEET:
A4





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BRITTENUM COMMERCIAL DESIGN INC.		
PROJECT ADDRESS LOT:		
COMPANY ADDRESS 1500 BAYVIEW AVE. SUITE 100 SCARBOROUGH, ONTARIO M1S 5V6 TEL: (416) 291-1111 WWW.BRITTENUM.COM		
SCALE 1:100 DATE: 2021.10.28		
AREA: 1.524 PERIMETER: 1.288 COVERAGE: 1.288 CHANGING: 1.288	1:100 1.524 1.288 1.288	1.524 1.288 1.288 1.288
TOTAL PLANS: 1.186 VEGETATION: 2.287		
B457 A3		

[illegible]



Aurora Plan 7D
2021.10.28



PROJECT ADDRESS:
LOT

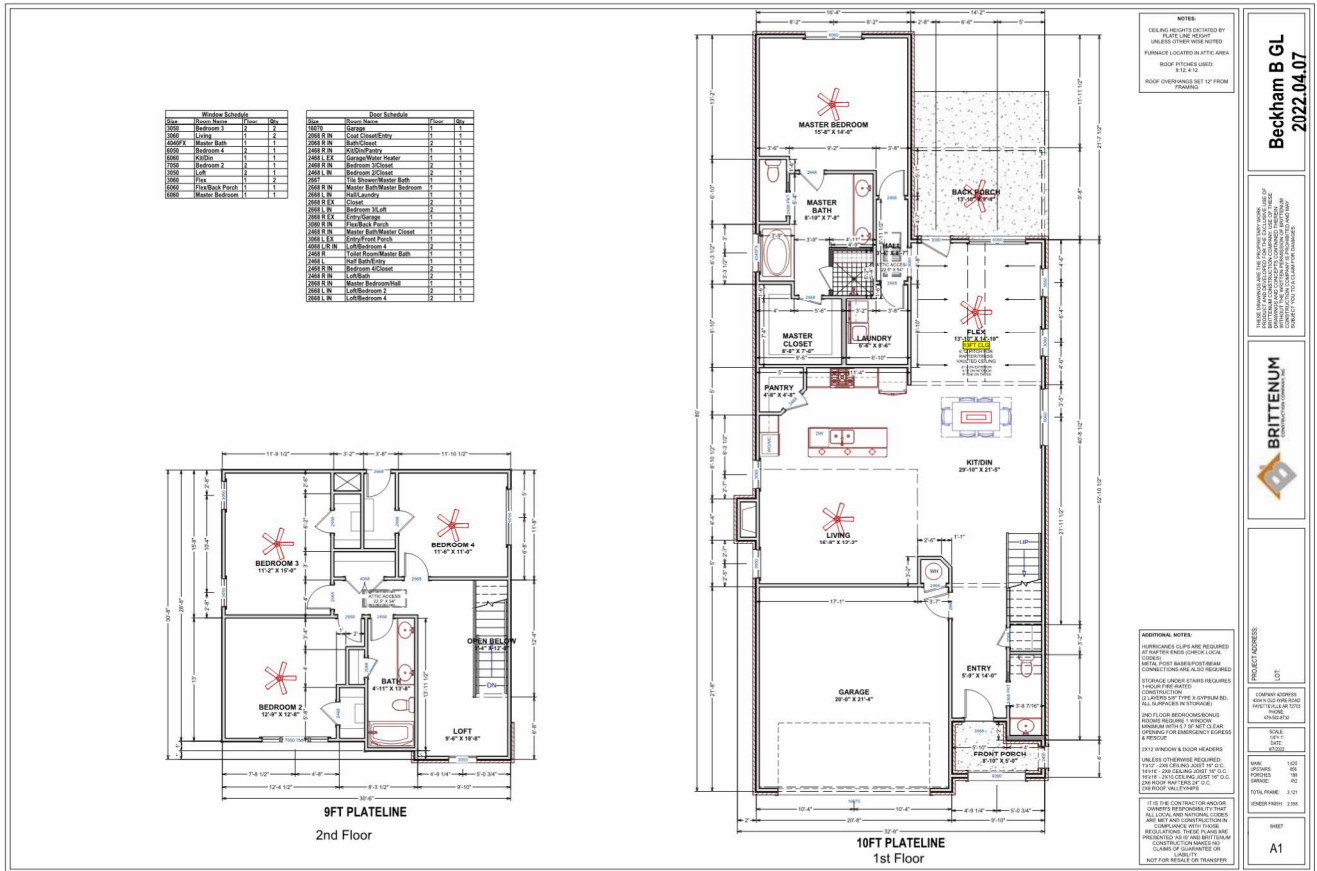
COMPANY ADDRESS:
500 N. 10th St., Suite 100
Minneapolis, MN 55401
(612) 338-1111

DATE: 10/28/21
SCALE: 1/4" = 1'-0"

BY: [Signature]
CHECKED: [Signature]
DATE: 10/28/21

OWNER: [Signature]
DATE: 10/28/21

SHEET: A5



Beckham B GL
2022.04.07



PROJECT ADDRESS:
LOT

COMPANY ADDRESS:
500 N. 10th St., Suite 100
Minneapolis, MN 55401
(612) 338-1111

DATE: 04/07/22
SCALE: 1/4" = 1'-0"

BY: [Signature]
CHECKED: [Signature]
DATE: 04/07/22

OWNER: [Signature]
DATE: 04/07/22

SHEET: A1

Beckham B GL
2022.04.07

BRITTENUM
Construction Company, Inc.

PROJECT ADDRESS

00

1997

--	--

004 1

POPE
GARY
TOM

VEN

•

--	--



Beckham B GL
2022.04.07

BRITTENUM
CONSTRUCTION COMPANY, INC.

PROJECT ADDRESS

66

1997

7

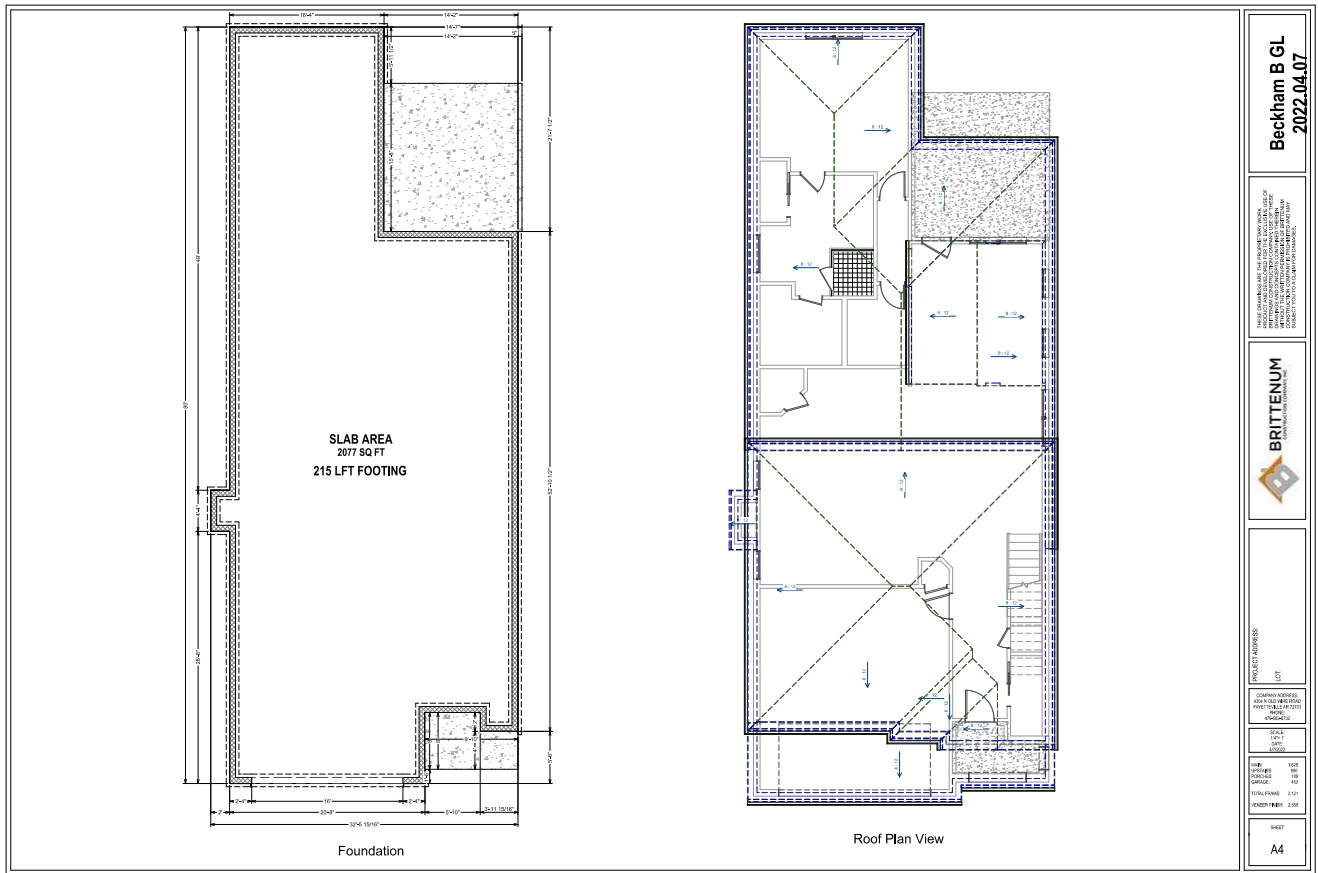
1004

OF THE
PDR
GAP
YOUNG

VEN

--	--

[illegible]



Beckham B GL
2022.04.07

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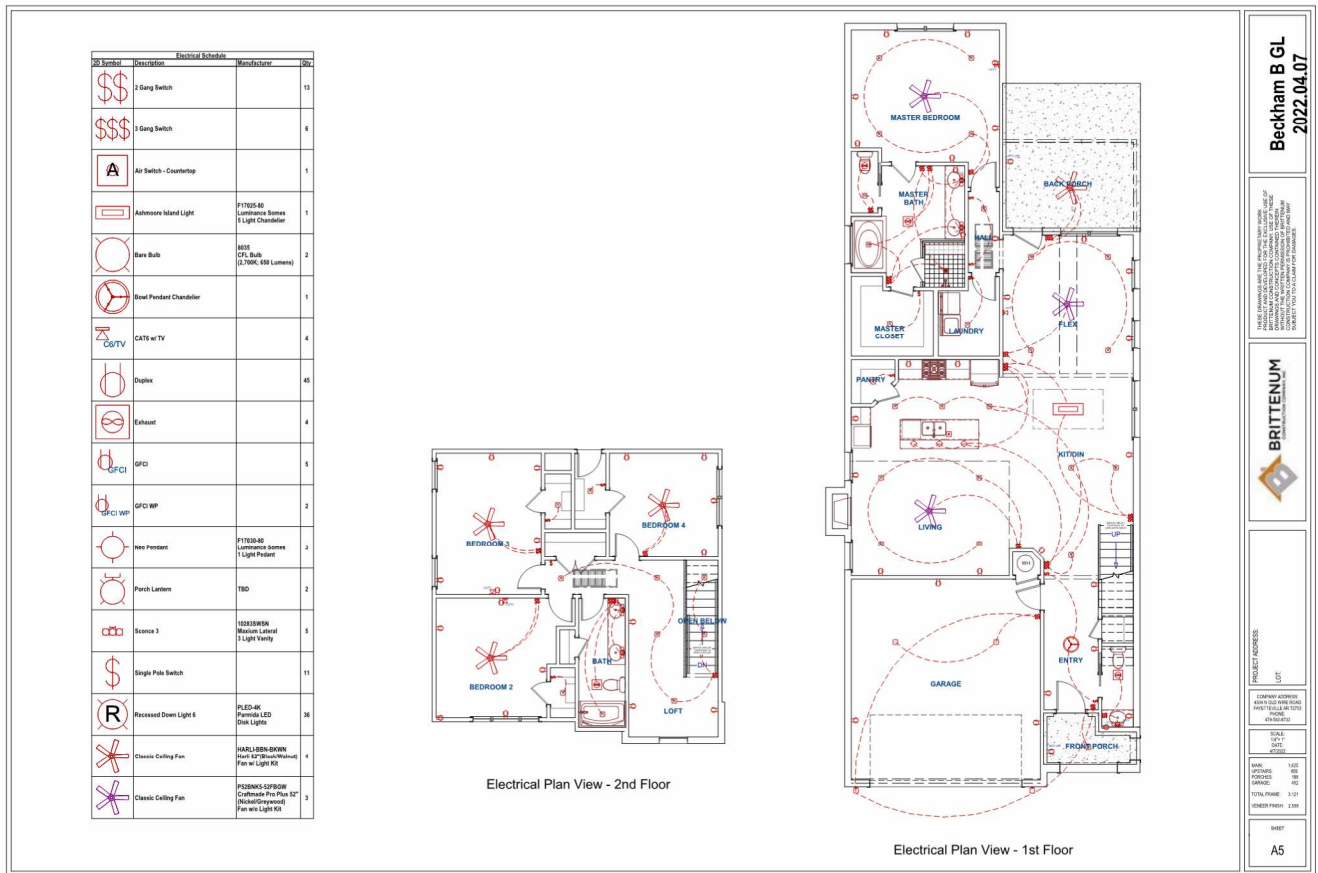
PROJECT ADDRESS:
LOT

CITY: NEW YORK
STATE: NY
ZIP: 10001

DATE: 04/07/2022
BY: [Signature]
CHECKED: [Signature]

SCALE: 1/8" = 1'-0"

SHEET: A4



Beckham B GL
2022.04.07

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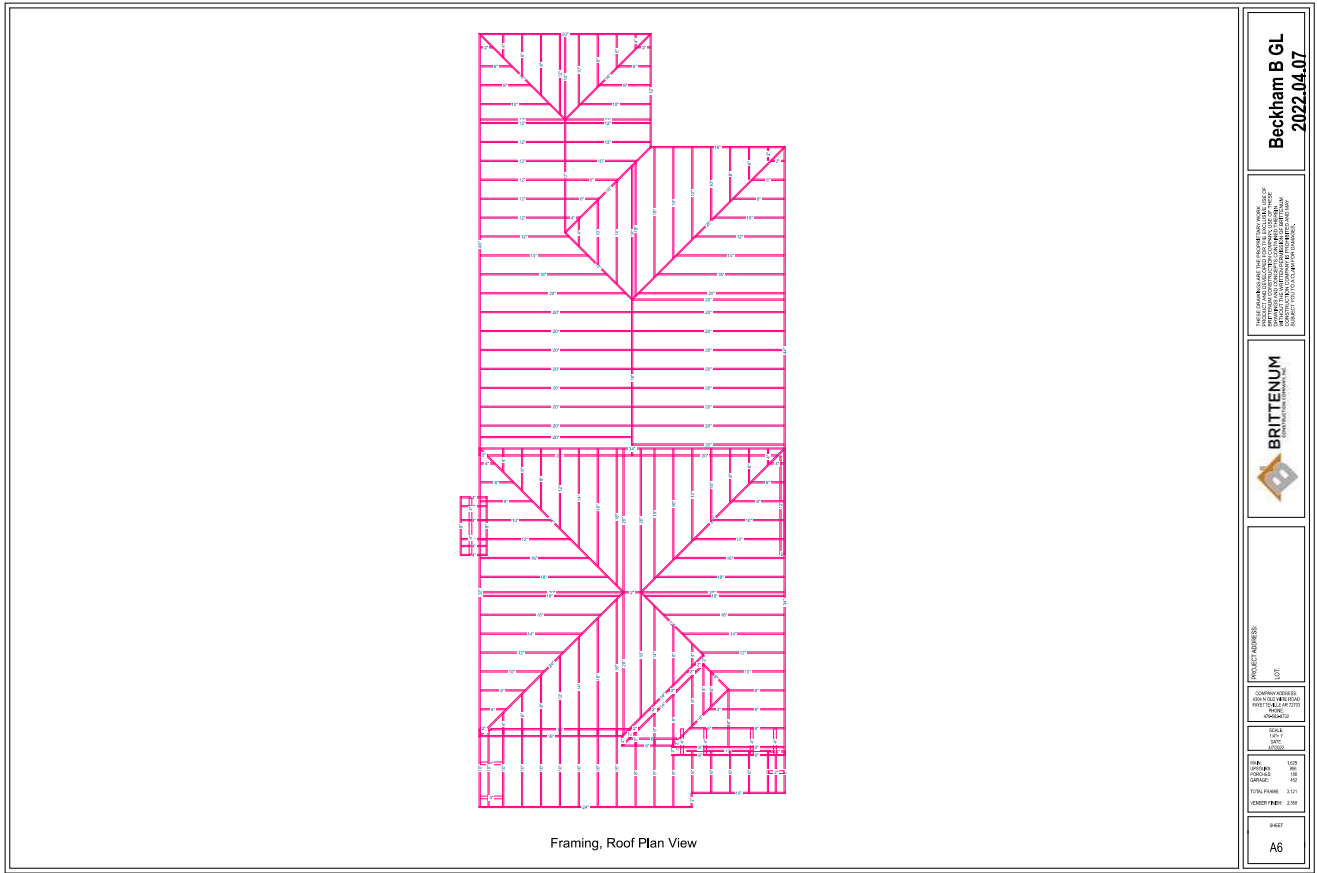
PROJECT ADDRESS:
LOT

CITY: NEW YORK
STATE: NY
ZIP: 10001

DATE: 04/07/2022
BY: [Signature]
CHECKED: [Signature]

SCALE: 1/8" = 1'-0"

SHEET: A5



Beckham B GL
2022.04.07

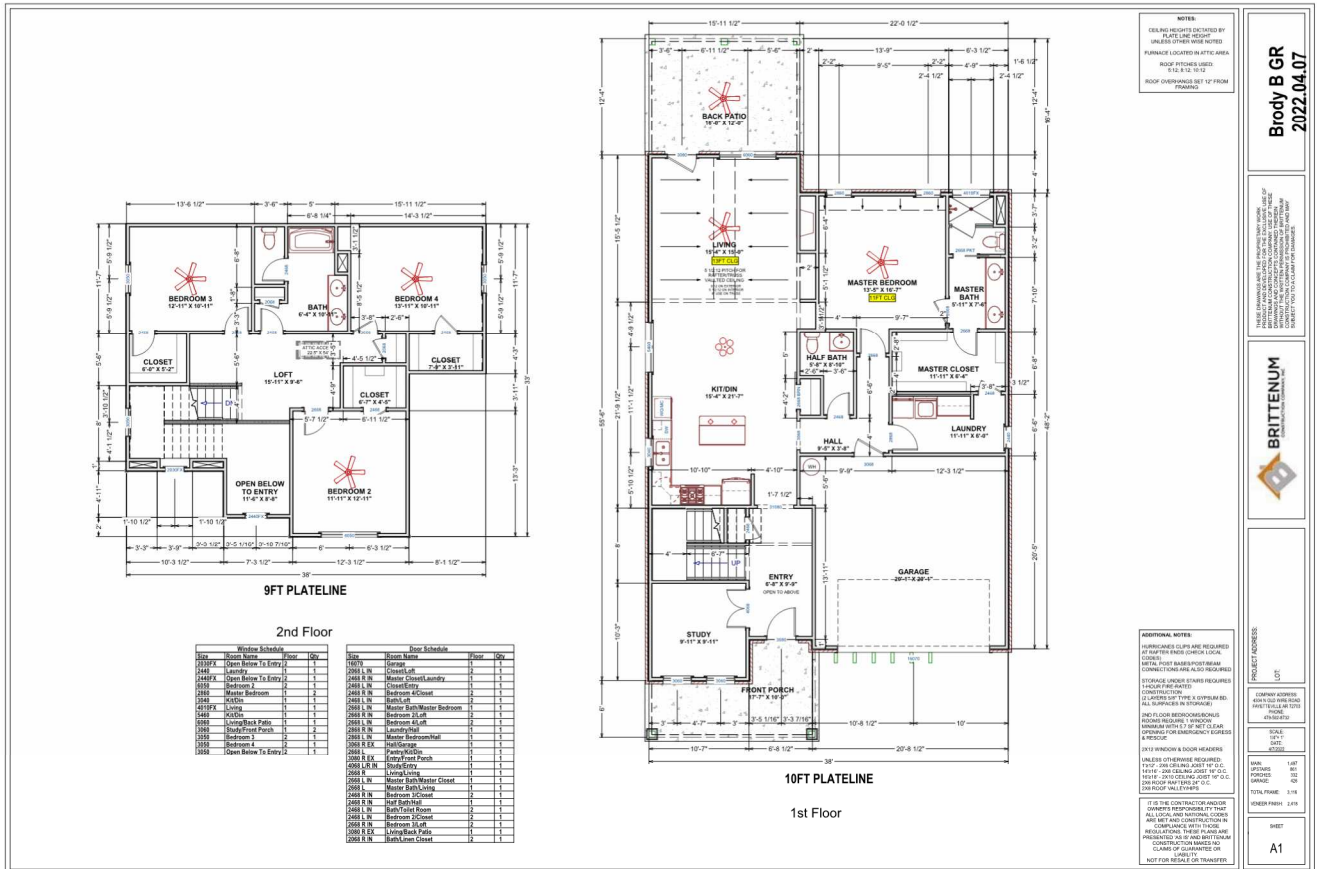


PROJECT ADDRESS:
LOT

COMPANY ADDRESS:
400 N. 10th St.
Suite 100
Minneapolis, MN 55401

DATE: 4/11/22
DRAWN BY: JLB
CHECKED BY: JLB
SCALE: 1/8" = 1'-0"

SHEET: A6



Brody B GR
2022.04.07



PROJECT ADDRESS:
LOT

COMPANY ADDRESS:
400 N. 10th St.
Suite 100
Minneapolis, MN 55401

DATE: 4/11/22
DRAWN BY: JLB
CHECKED BY: JLB
SCALE: 1/8" = 1'-0"

SHEET: A1



Front Elevation



Rear Elevation

Brody B GR
2022.04.07

USE: THESE PLANS ARE FOR THE DESIGN OF A HOUSE. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE ACCURATE. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE ACCURATE. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE ACCURATE.



PROJECT ADDRESS:

LOT

COMPANY ADDRESS:

LOT

SCALE:

1"=10'

DATE:

10/2022

BY:

BRITTENUM

SCALE:

1"=10'

DATE:

10/2022

BY:

BRITTENUM

SCALE:

1"=10'

DATE:

10/2022

BY:

BRITTENUM

SCALE:

1"=10'

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1"=10'

DATE:

10/2022

BY:

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SCALE:

1"=10'

DATE:

10/2022

BY:

BRITTENUM

SCALE:

1"=10'

DATE:

10/2022

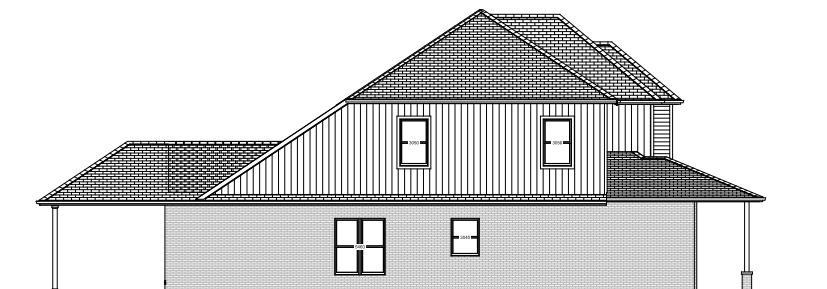
BY:

BRITTENUM

A2



Right Side Elevation



Left Side Elevation

Brody B GR
2022.04.07

USE: THESE PLANS ARE FOR THE DESIGN OF A HOUSE. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE ACCURATE. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE ACCURATE. THE DESIGNER HAS CONDUCTED VISUAL VERIFICATION OF THE INFORMATION PROVIDED BY THE CLIENT AND HAS FOUND IT TO BE ACCURATE.



PROJECT ADDRESS:

LOT

COMPANY ADDRESS:

LOT

SCALE:

1"=10'

DATE:

10/2022

BY:

BRITTENUM

SCALE:

1"=10'

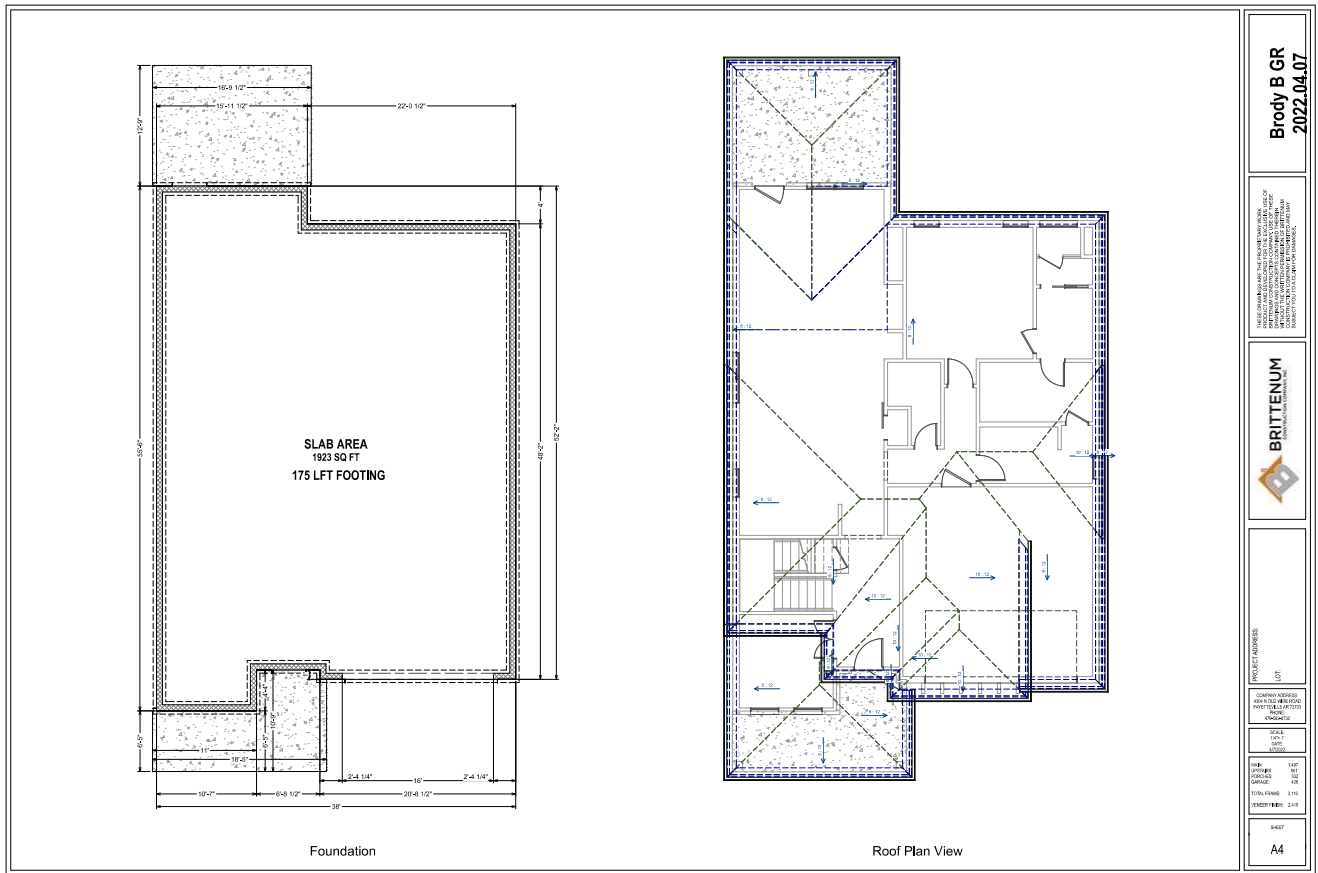
DATE:

10/2022

BY:

BRITTENUM

A3



Brody B GR
2022.04.07

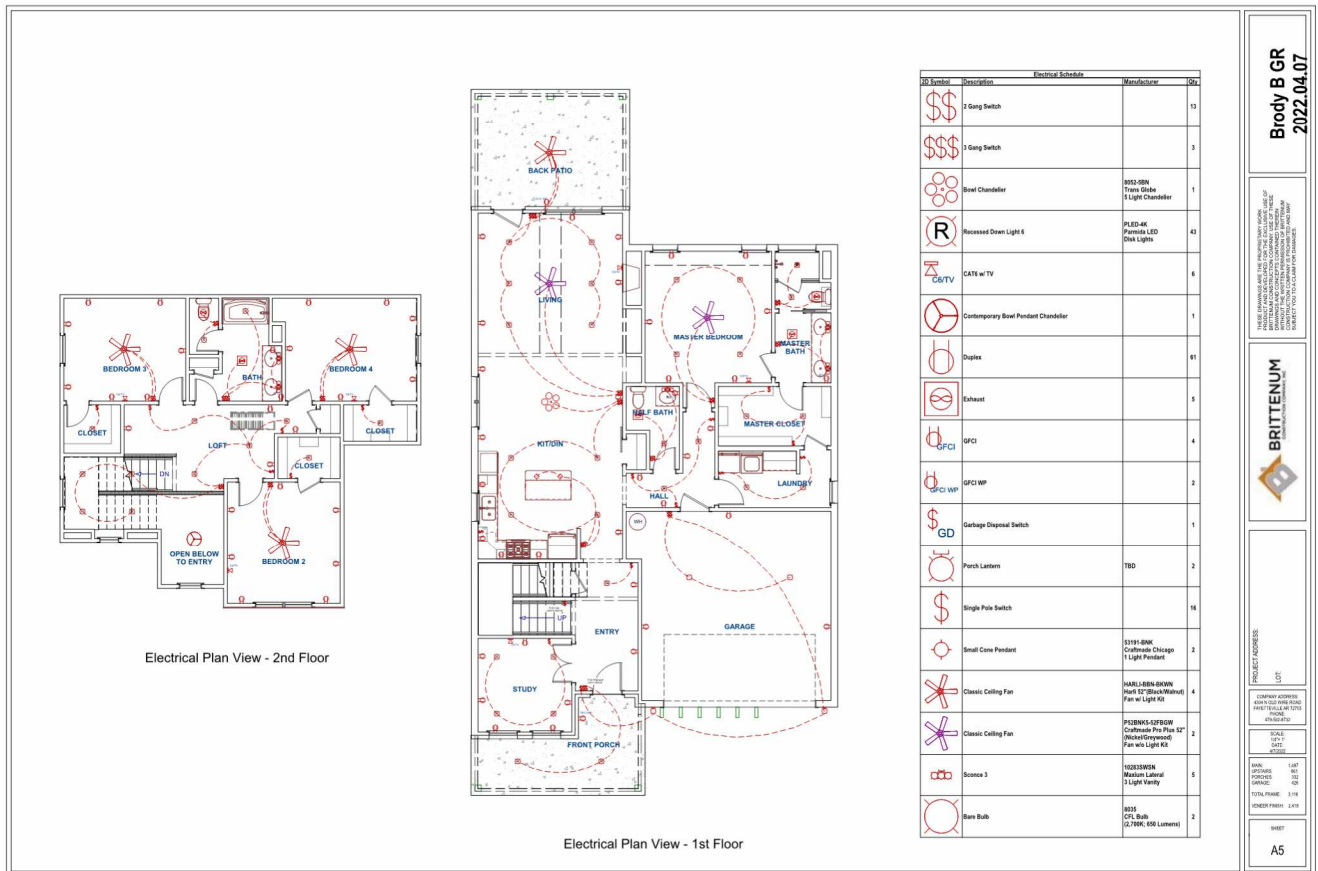


PROJECT ADDRESS:
LOT

COMPANY ADDRESS:
400 N. 10th St., Suite 100
Minneapolis, MN 55401
Phone: (612) 437-1111
Fax: (612) 437-1112

DATE: 4/7/22
PROJECT: 22-001
SHEET: 1 OF 1
DRAWN BY: JLB
CHECKED BY: JLB

SHEET
A4



Brody B GR
2022.04.07

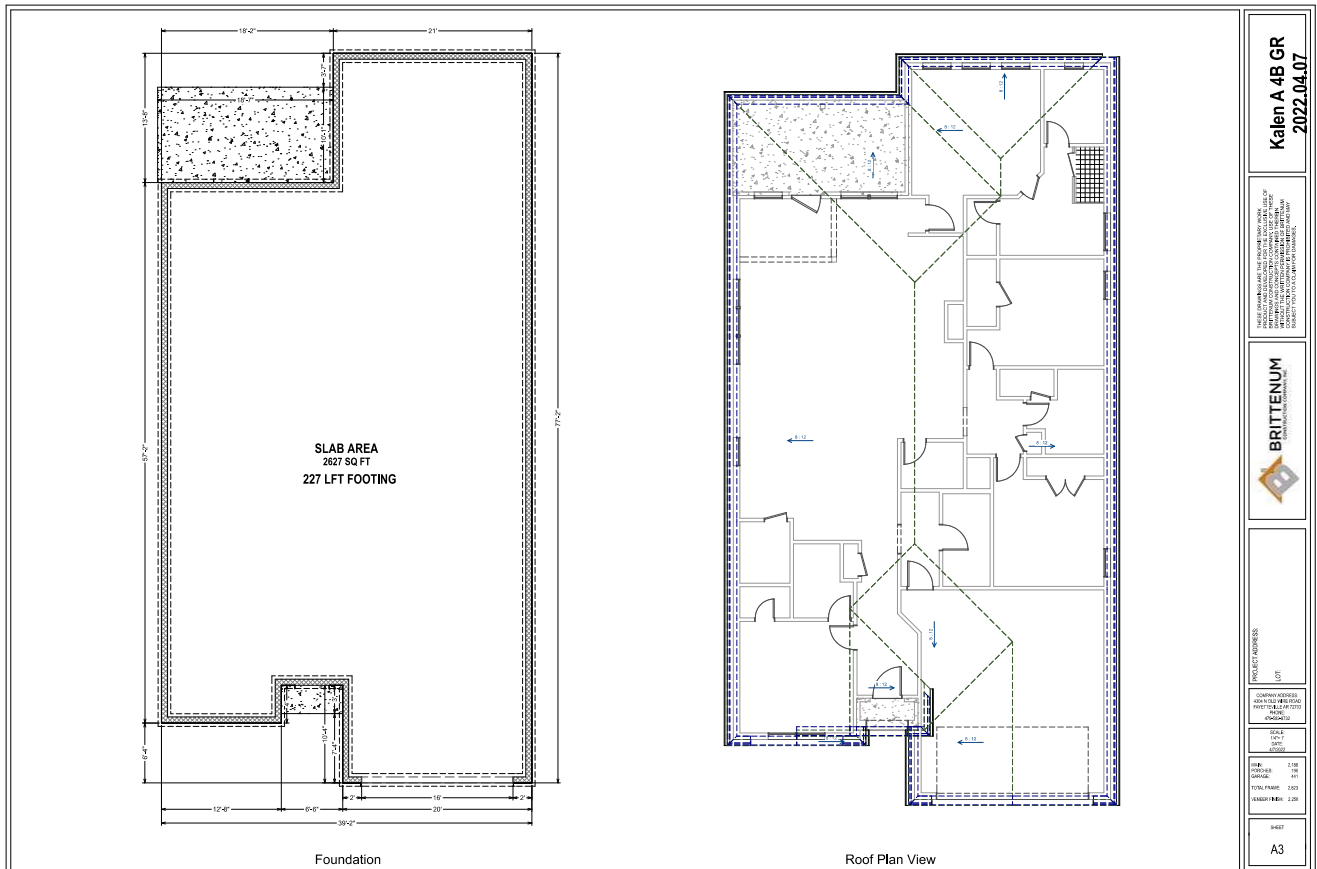


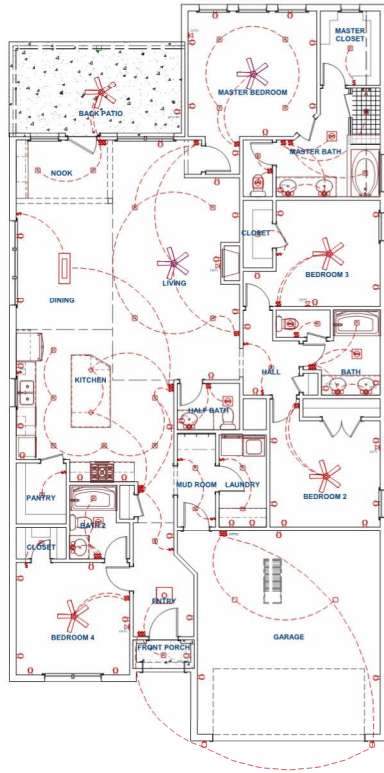
PROJECT ADDRESS:
LOT

COMPANY ADDRESS:
400 N. 10th St., Suite 100
Minneapolis, MN 55401
Phone: (612) 437-1111
Fax: (612) 437-1112

DATE: 4/7/22
PROJECT: 22-001
SHEET: 1 OF 1
DRAWN BY: JLB
CHECKED BY: JLB

SHEET
A5





Electrical Plan View - 1st Floor

Item	Description	Manufacturer	Qty
2	2 Gang Switch		11
3	3 Gang Switch		7
4	Ashmore 4 Light Chandelier	38024-CH	1
5	Ashmore Island Light	P17023-40	1
6	Bare Bulb	8055	2
7	CeTV	CeTV	5
8	Classic Ceiling Fan	P120045-02780W	2
9	Duplex		10
10	Exhaust		6
11	GFCI		4
12	GFCI WP		2
13	Garbage Disposal Switch		1
14	Porch Lantern	TBD	2
15	Classic Ceiling Fan	HARLISON-BROWN	4
16	Scenes 3	1000000000	6
17	Single Pole Switch		11
18	Small Cove Pendant	P17023-40	2
19	Recessed Down Light 6	PLED-6K	33

Kalen A 4B GR
2022.04.07



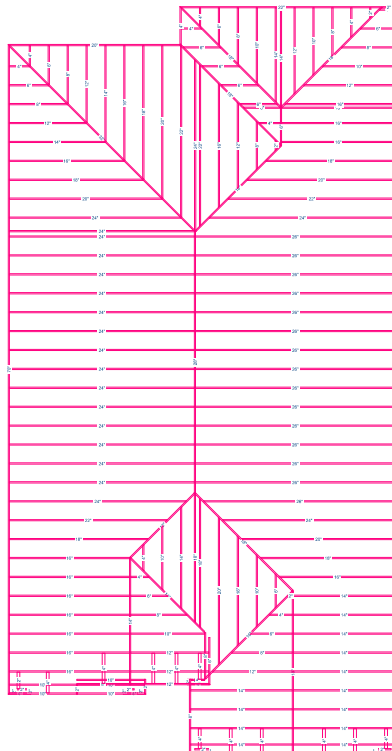
PROJECT ADDRESS:
LOT

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WRITING FROM
BRITTENUM

SCALE
1" = 1'-0"

DATE
2022.04.07

SHEET
A4



Framing, Roof Plan View

Kalen A 4B GR
2022.04.07



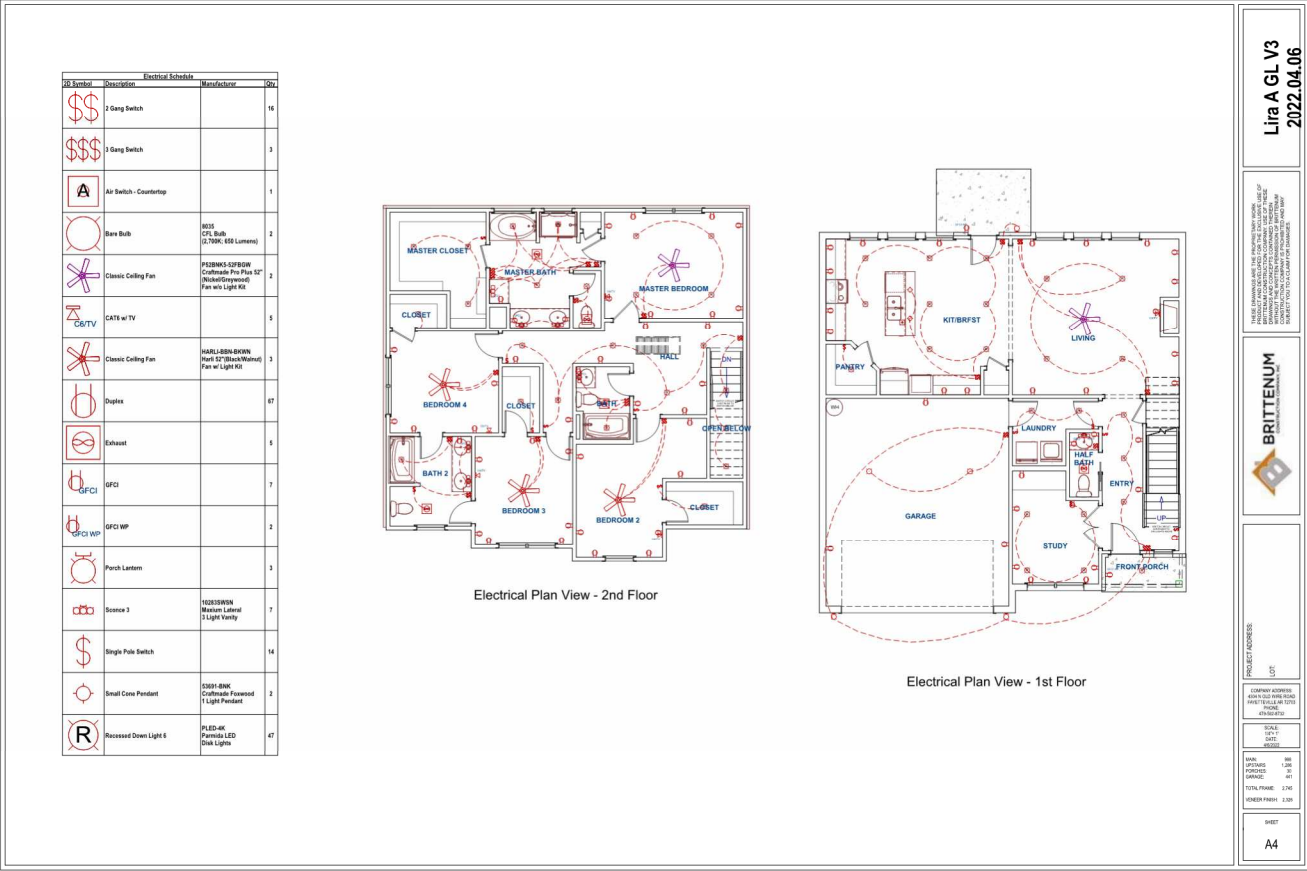
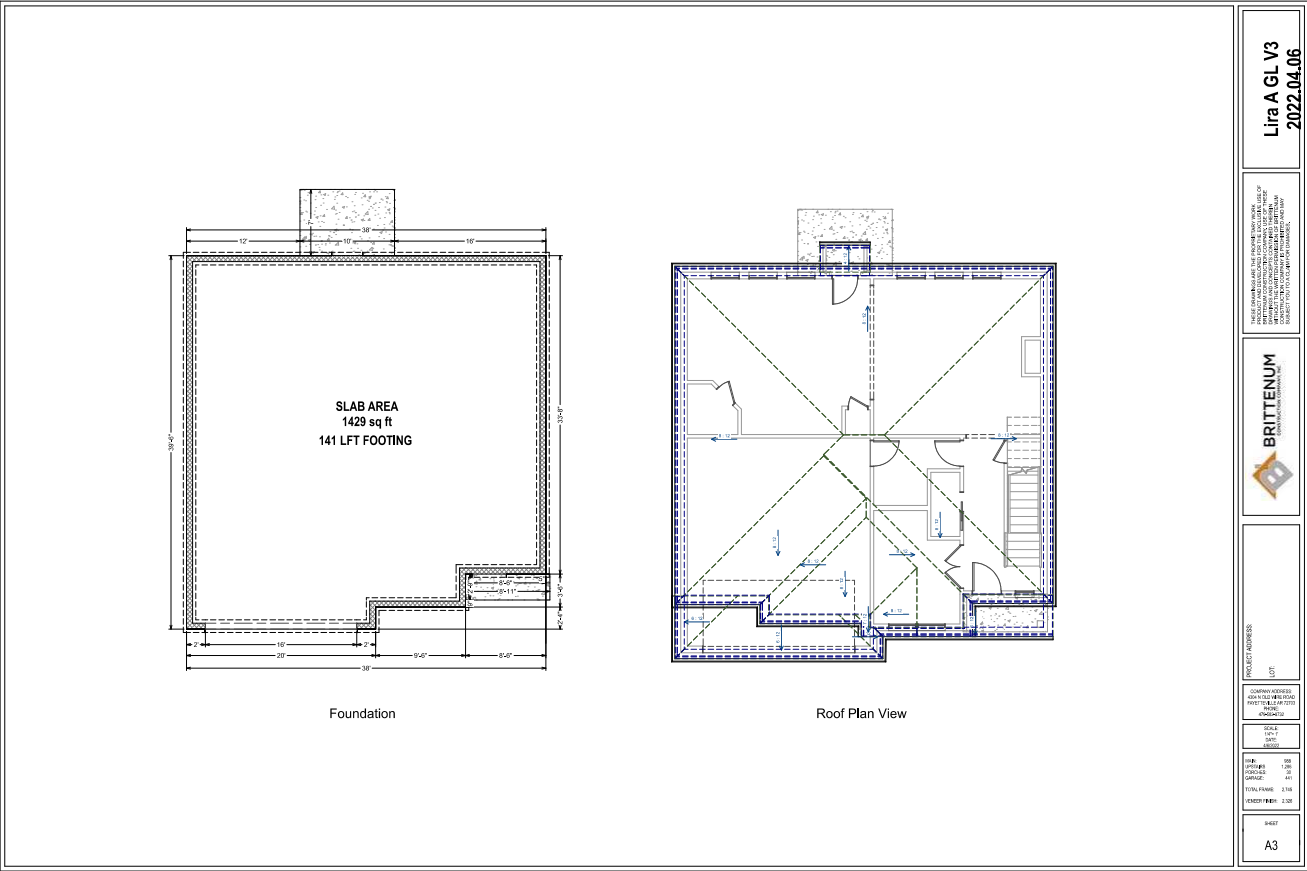
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LOT

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INFORMATION STORAGE
RETRIEVAL SYSTEM
WITHOUT PERMISSION IN
WRITING FROM
BRITTENUM

SCALE
1" = 1'-0"

DATE
2022.04.07

SHEET
A5



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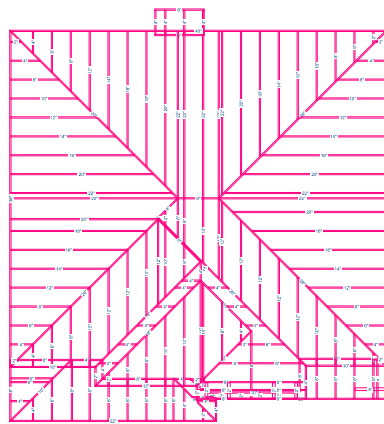


PROJECT ADDRESS:
LOT

COMPANY ADDRESS:
400 N. 10th Street
Suite 100
Fargo, ND 58103

DATE: 4/6/22
DRAWN BY: J. LIRA
CHECKED BY: J. LIRA
SCALE: 1/8" = 1'-0"

SHEET: A5



Framing, Roof Plan View

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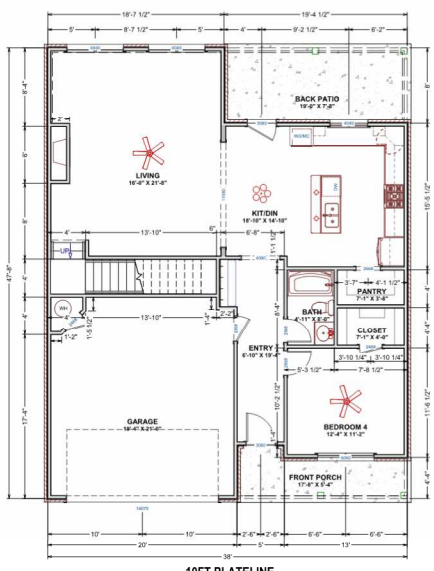


PROJECT ADDRESS:
LOT

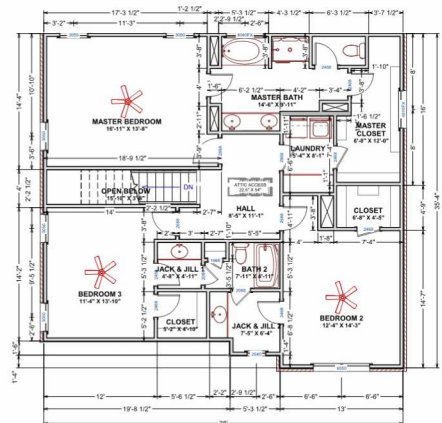
COMPANY ADDRESS:
400 N. 10th Street
Suite 100
Fargo, ND 58103

DATE: 4/6/22
DRAWN BY: J. LIRA
CHECKED BY: J. LIRA
SCALE: 1/8" = 1'-0"

SHEET: A1



1st Floor



2nd Floor

Room	Room Name	Floor	Qty
1000R	Garage	1	1
1000R	Living	1	1
1000R	Kitchen	1	1
1000R	Entry	1	1
1000R	Bedroom 1	1	1
1000R	Bedroom 2	1	1
1000R	Bedroom 3	1	1
1000R	Bedroom 4	1	1
1000R	Bedroom 5	1	1
1000R	Bedroom 6	1	1
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1000R	Bedroom 8	1	1
1000R	Bedroom 9	1	1
1000R	Bedroom 10	1	1
1000R	Bedroom 11	1	1
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1000R	Bedroom 14	1	1
1000R	Bedroom 15	1	1
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1000R	Bedroom 97	1	1
1000R	Bedroom 98	1	1
1000R	Bedroom 99	1	1
1000R	Bedroom 100	1	1

Room	Room Name	Floor	Qty
1000R	Garage	1	1
1000R	Living	1	1
1000R	Kitchen	1	1
1000R	Entry	1	1
1000R	Bedroom 1	1	1
1000R	Bedroom 2	1	1
1000R	Bedroom 3	1	1
1000R	Bedroom 4	1	1
1000R	Bedroom 5	1	1
1000R	Bedroom 6	1	1
1000R	Bedroom 7	1	1
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1000R	Bedroom 99	1	1
1000R	Bedroom 100	1	1

NOTES:
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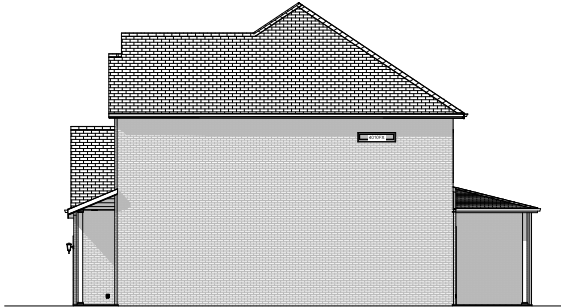
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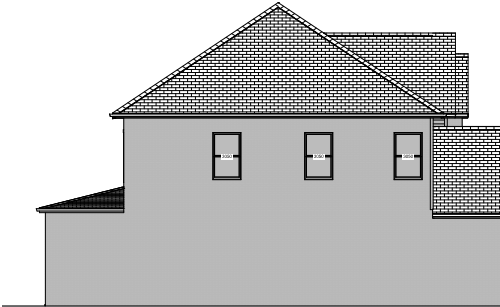
Front Elevation



Rear Elevation



Right Side Elevation



Left Side Elevation

Harper A GL
2022.04.06

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PROJECT ADDRESS:

LOT

COMPANY ADDRESS:

1000 N. 10TH AVE. SUITE 100

MINNAPOLIS, MN 55412

TEL: 612.338.1111

FAX: 612.338.1112

WWW.BRITTENUM.COM

SCALE:

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ARCHITECT

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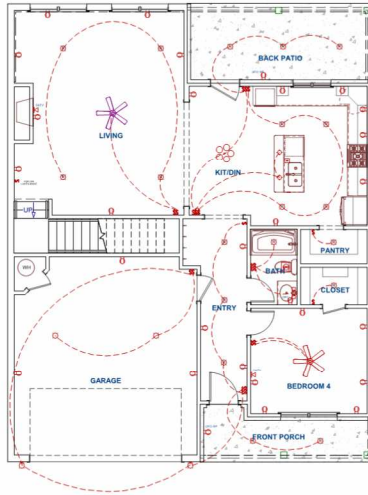
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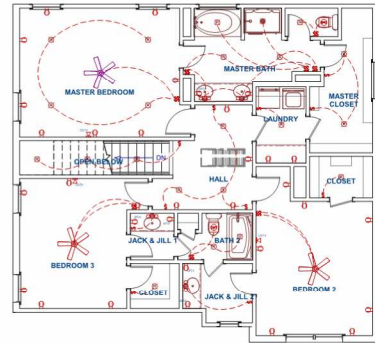
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Electrical Schedule			
Alt Symbol	Description	Manufacturer	Qty
\$\$\$	2 Gang Switch		11
\$\$\$	3 Gang Switch		4
A	Air Switch - Countertop		1
⊙	Recessed Bulk	8005 CFL Bulb (2.79K, 600 Lumens)	2
⊙	Recessed Bulk	8005-BW Track Globe 3 Light Chandelier	1
⊙	CATV w/ TV		5
⊙	GFCI		7
⊙	Duplex		55
⊙	Exhaust		3
⊙	GFCI W/P		2
⊙	Perch Lantern	TBD	2
⊙	Scene 1	1023SRW0N Maxim Lantern 3 Light Vanity	3
\$	Single Pole Switch		15
⊙	Small Cove Pendant	F17030-00 Luminaire Series 1 Light Pendant	2
⊙	Classic Ceiling Fan	HALL LIGHTS BROWN HALL 57" (Black/White) Fan w/ Light Kit	4
⊙	Classic Ceiling Fan	PL28BK5-07B0W Ceiling Fan Plus 52" (Black/Drywood) Fan w/ Light Kit	1
R	Recessed Down Light 4	PLED-4W Parade LED Down Lights	41



Electrical Plan View - 1st Floor



Electrical Plan View - 2nd Floor

Harper A GL
2022.04.06

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JH

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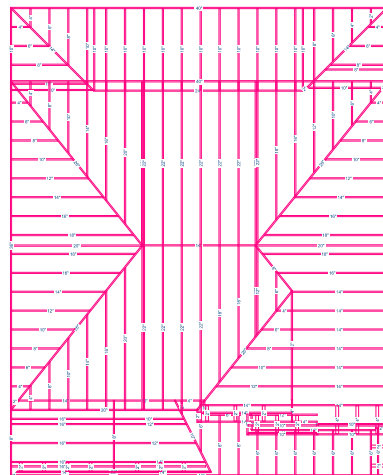
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Framing, Roof Plan View

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PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 02/22/25



PUBLIC HEARING SIGN LOCATION

City Council Meeting
April 22, 2025

0 1000 2000
Feet



PROJECT: R25-15
APPLICANT: Blue Ribbon Farms, LLC
LOCATION: NE Corner of AR HWY 112 & W. Wagon Wheel Road
REQUEST: Rezoning from A-1 to PUD



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 02/22/25



PUBLIC HEARING SIGN LOCATION

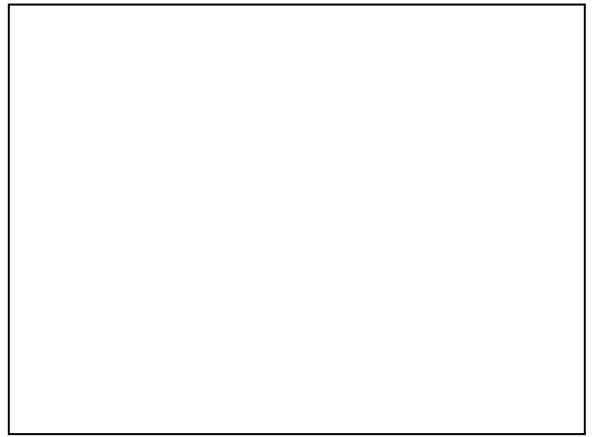
City Council Meeting
April 22, 2025

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LOCATION: NE Corner of AR HWY 112 & W. Wagon Wheel Road
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ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-19) CERTAIN LANDS LOCATED AT 1303 KENDRICK AVENUE FROM A LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of April 1st, 2025 for hearing the matter of a petition of Freda Willingham Revocable Trust requesting that the following described tract of real estate be rezoned from a Low/Medium Density Single Family Residential District (SF-2) to a General Commercial District (C-2).

Layman's Description: 1303 Kendrick Avenue

Legal Description:

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 18 NORTH, RANGE 29 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID NE 1/4 OF THE SW 1/4 IN CENTERLINE OF PUBLIC ROAD; THENCE ALONG SAID CENTERLINE EAST 128.74 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 00 DEGREES 03 MINUTES 16 SECONDS EAST 240.06 FEET TO AN EXISTING FENCE; THENCE ALONG SAID FENCE NORTH 84 DEGREES 47 MINUTES 51 SECONDS EAST 11.92 FEET; THENCE LEAVING SAID FENCE SOUTH 380.01 FEET TO A FOUND IRON PIN; THENCE WEST 140.74 FEET TO A FOUND IRON PIN; THENCE NORTH 619.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.93 ACRES, MORE OR LESS AND BEING SUBJECT TO ROAD ON THE NORTH SIDE THEREOF.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-19) from a Low/Medium Density Single Family Residential District (SF-2) to a General Commercial District (C-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

From a Low/Medium Density Single Family Residential District (SF-2) to a General Commercial District (C-2) zone.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025

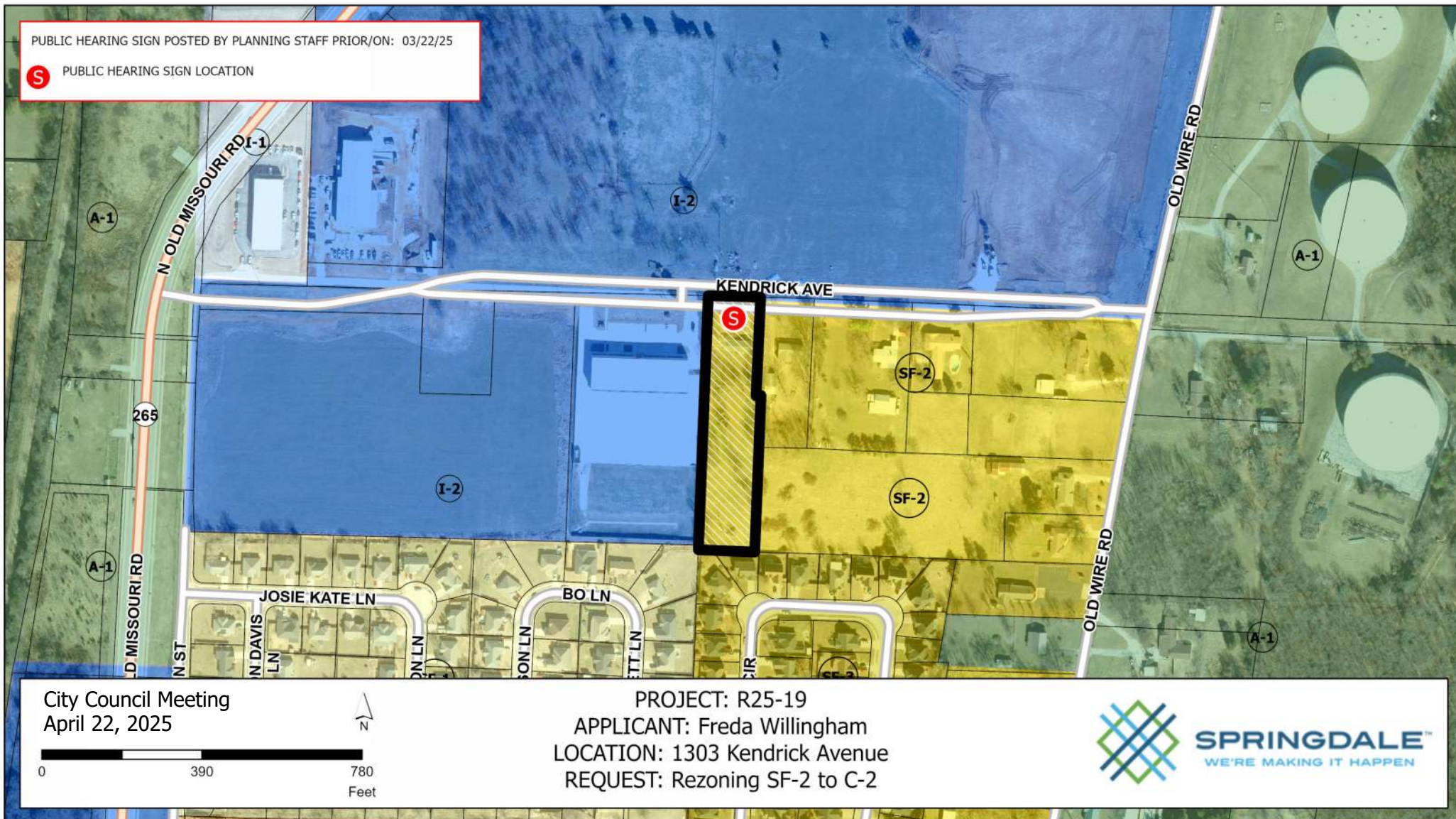
PROJECT: R25-19
APPLICANT: Freda Willingham
LOCATION: 1303 Kendrick Avenue
REQUEST: Rezoning SF-2 to C-2



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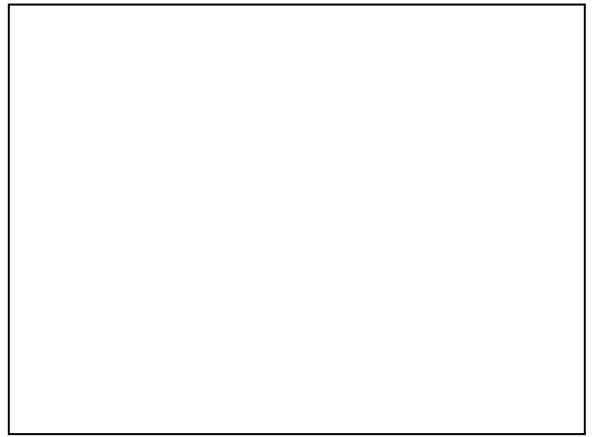
City Council Meeting
April 22, 2025

0 390 780
Feet



PROJECT: R25-19
APPLICANT: Freda Willingham
LOCATION: 1303 Kendrick Avenue
REQUEST: Rezoning SF-2 to C-2





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-20) CERTAIN LANDS LOCATED AT 2291 WAGON WHEEL ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of April 1st, 2025 for hearing the matter of a petition of Curtis Emery & Martha Wolfe requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to a General Commercial District (C-2).

Layman's Description: 2291 Wagon Wheel Road

Legal Description:

PART OF THE NW 1/ 4 OF THE NW ¼ OF SECTION 23, TOWNSHIP 18 NORTH OF RANGE 30 WEST, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT 295 FEET EAST OF THE NW CORNER OF SAID 40 ACRES, RUN THENCE SOUTH 520.5 FEET TO THE CENTER OF THE BRANCH, THENCE EAST 25 FEET WITH SAID BRANCH, THENCE NORTH 56 DEGREES EAST 210 FEET; THENCE NORTH 400.5 FEET TO THE NORTH LINE OF SAID 40 ACRES, THENCE WEST 200 FEET TO THE PLACE OF BEGINNING, SUBJECT TO ROAD ON THE NORTH SIDE THEREOF.

SUBJECT TO RECORDED INSTRUMENTS, COVENANTS, RIGHTS OF WAY, AND EASEMENTS. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-20) from an Agricultural District (A-1) to a General Commercial District (C-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be, and the same is amended by rezoning the above-described tract of real estate as follows:

From an Agricultural District (A-1) to a General Commercial District (C-2) zone.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists, and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

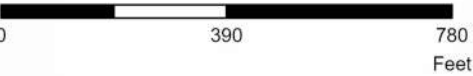
Ernest B. Cate, City Attorney



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25

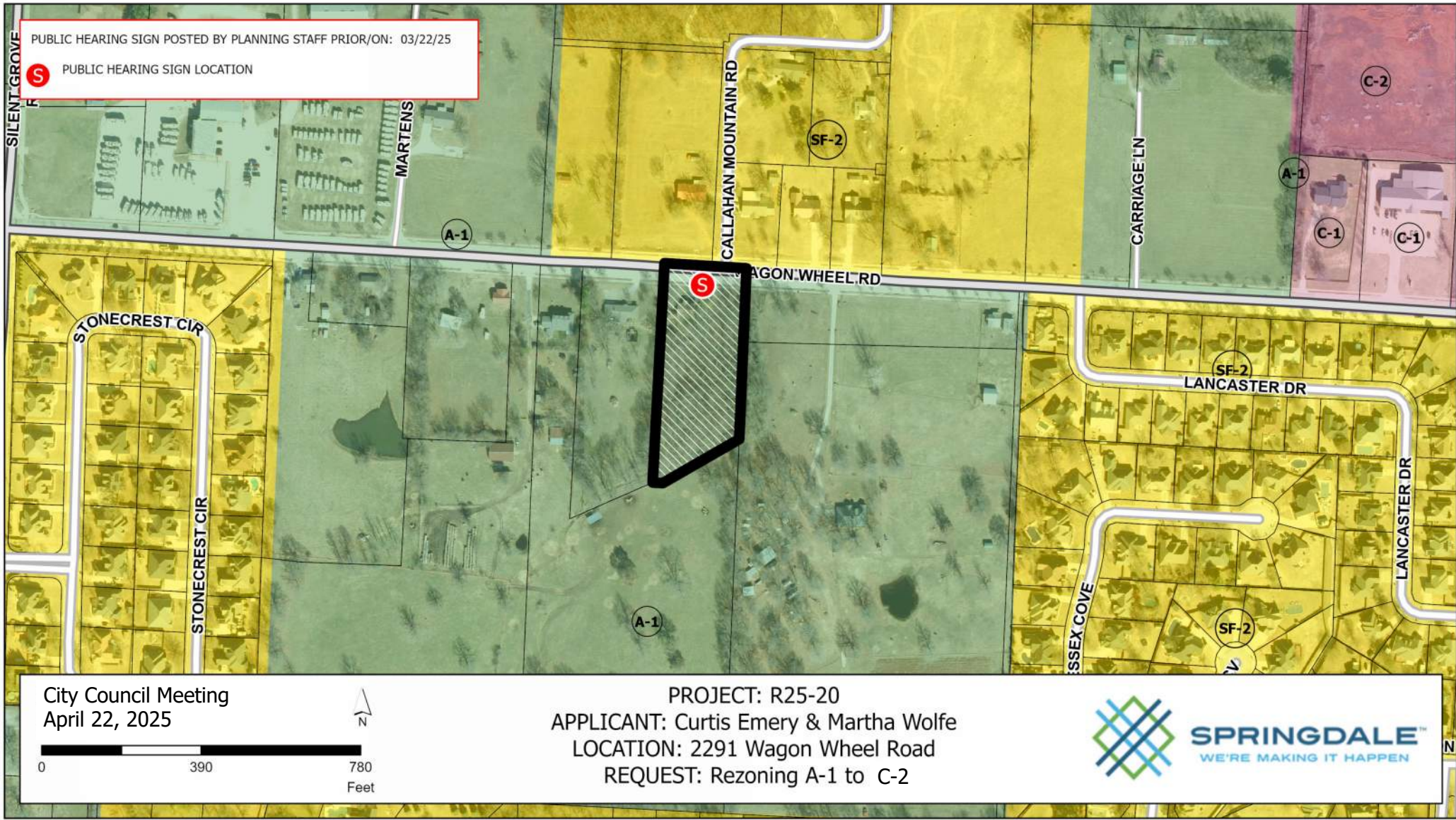
S PUBLIC HEARING SIGN LOCATION

City Council Meeting
April 22, 2025



PROJECT: R25-20
APPLICANT: Curtis Emery & Martha Wolfe
LOCATION: 2291 Wagon Wheel Road
REQUEST: Rezoning A-1 to C-2



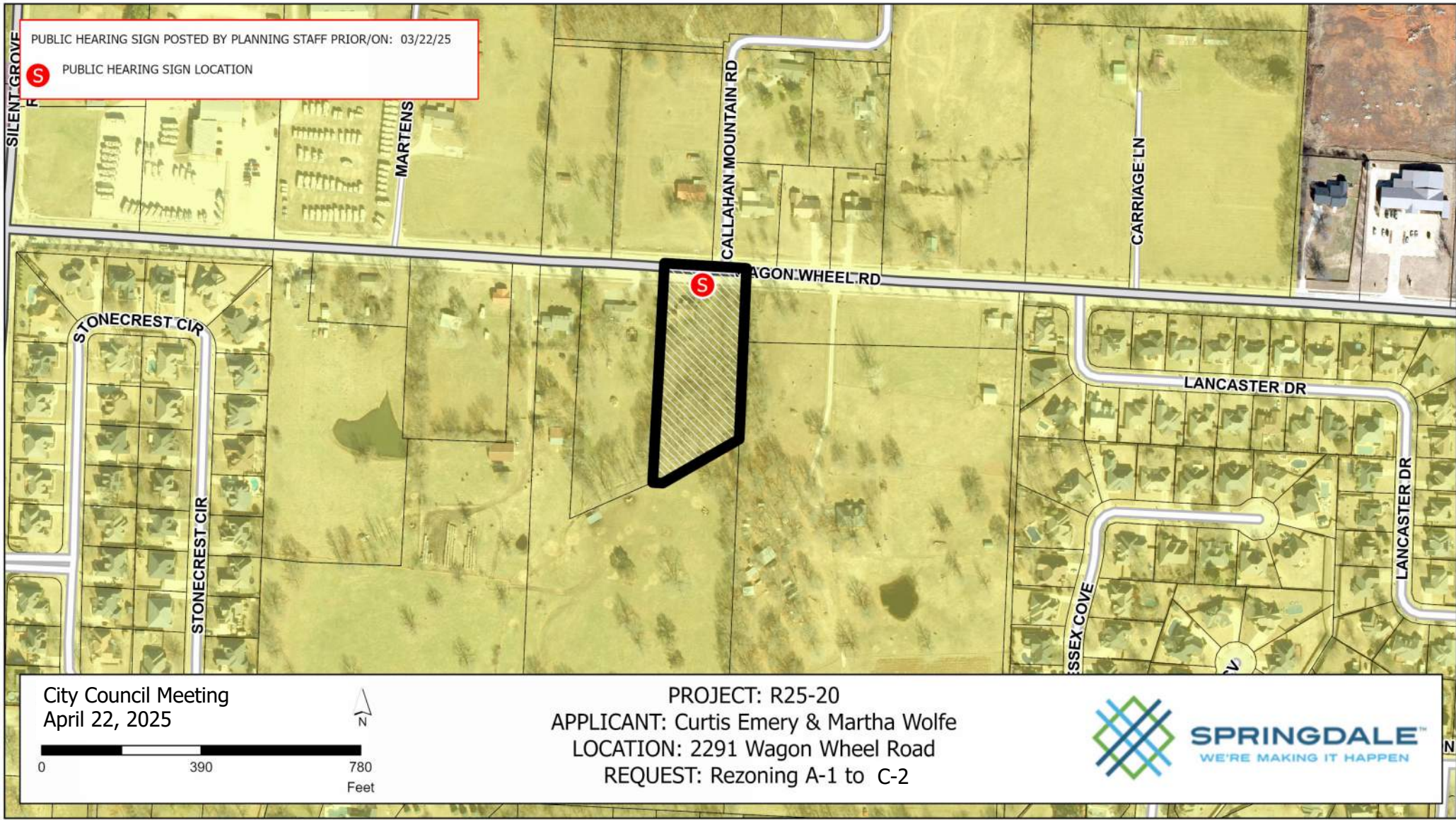


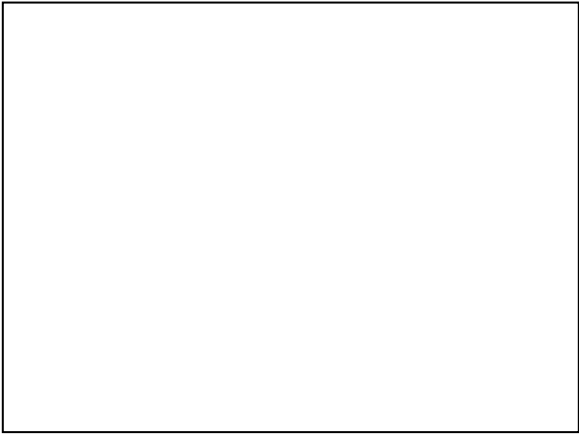
City Council Meeting
April 22, 2025



PROJECT: R25-20
APPLICANT: Curtis Emery & Martha Wolfe
LOCATION: 2291 Wagon Wheel Road
REQUEST: Rezoning A-1 to C-2







ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-21) CERTAIN LANDS LOCATED AT 4900 S. THOMPSON STREET FROM A GENERAL COMMERCIAL DISTRICT (C-2) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of April 1st, 2025 for hearing the matter of a petition of 4900 Thompson, LLC requesting that the following described tract of real estate be rezoned from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5).

Layman’s Description: 4900 S. Thompson Street

Legal Description:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS S87°15'42"E 990.81' AND N02°09'36"E 100.13' FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°09'36"E 478.03' TO THE SOUTH RIGHT-OF-WAY IN CHURCHILL AVENUE, THENCE ALONG SAID RIGHT-OF-WAY S88°50'35"E 261.79' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY #71B, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S01°49'44"W 42.41' TO AN EXISTING REBAR, S08°29'20"W 353.67' TO AN EXISTING REBAR, S23°00'31"W 97.84' TO AN EXISTING "X" IN CONCRETE, THENCE LEAVING SAID RIGHT-OF-WAY N87°00'12"W 188.21' TO THE POINT OF BEGINNING, CONTAINING 2.62 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-21) from a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be, and the same is amended by rezoning the above-described tract of real estate as follows:

From a General Commercial District (C-2) to a Thoroughfare Commercial District (C-5) zone.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists, and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

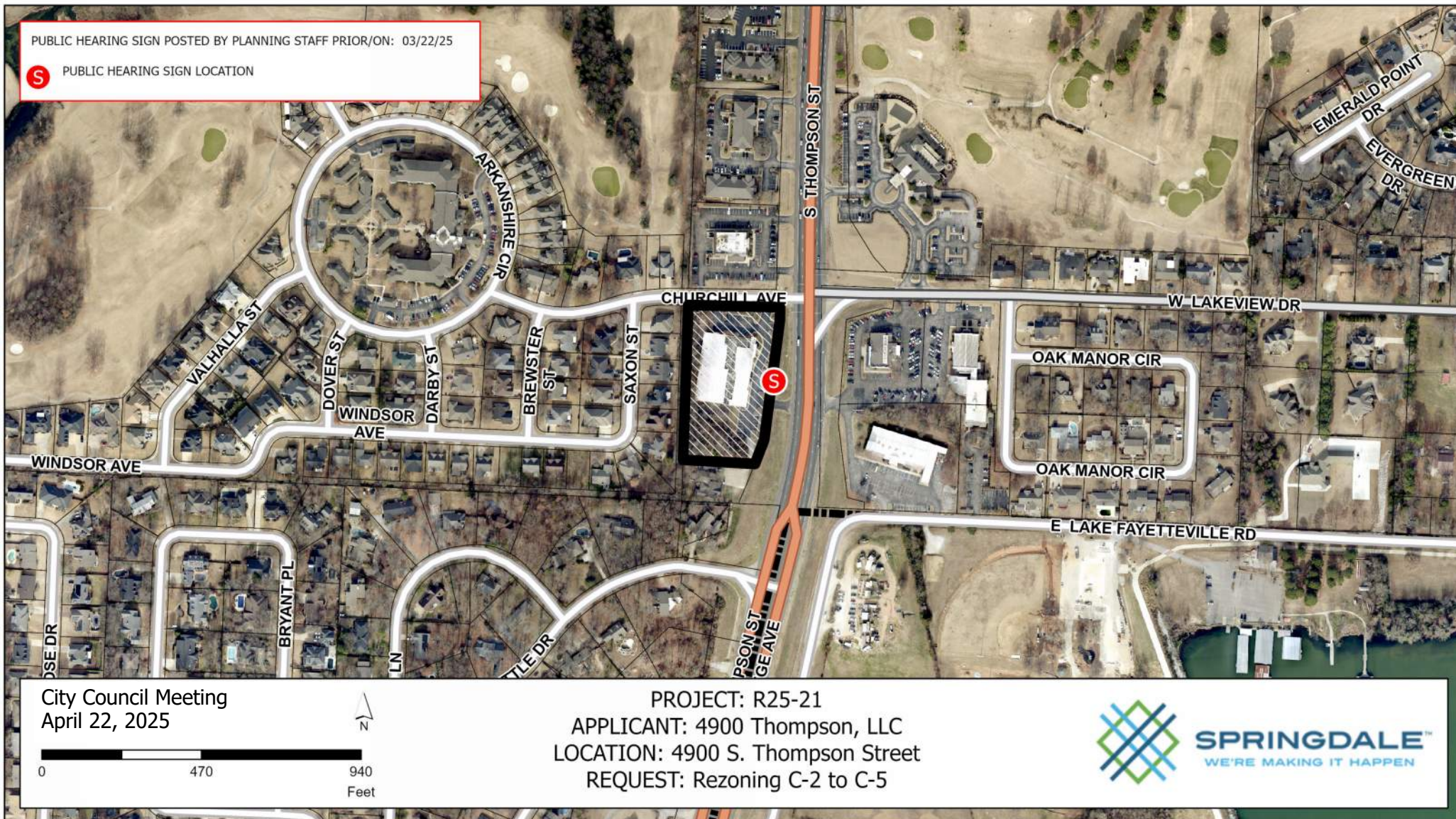
APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

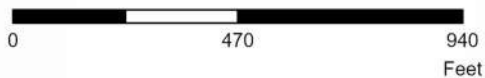
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025



PROJECT: R25-21
APPLICANT: 4900 Thompson, LLC
LOCATION: 4900 S. Thompson Street
REQUEST: Rezoning C-2 to C-5

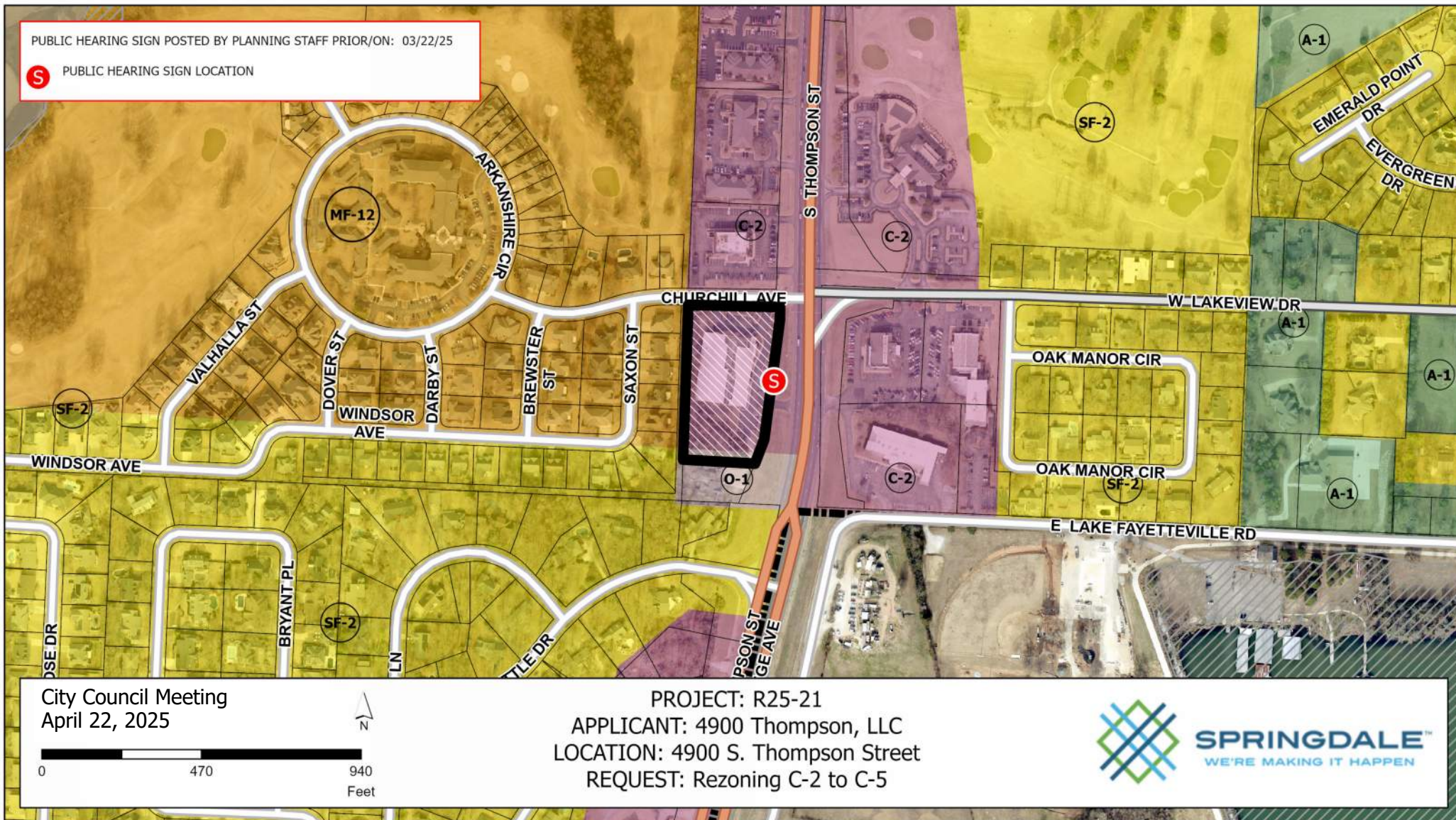


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PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025

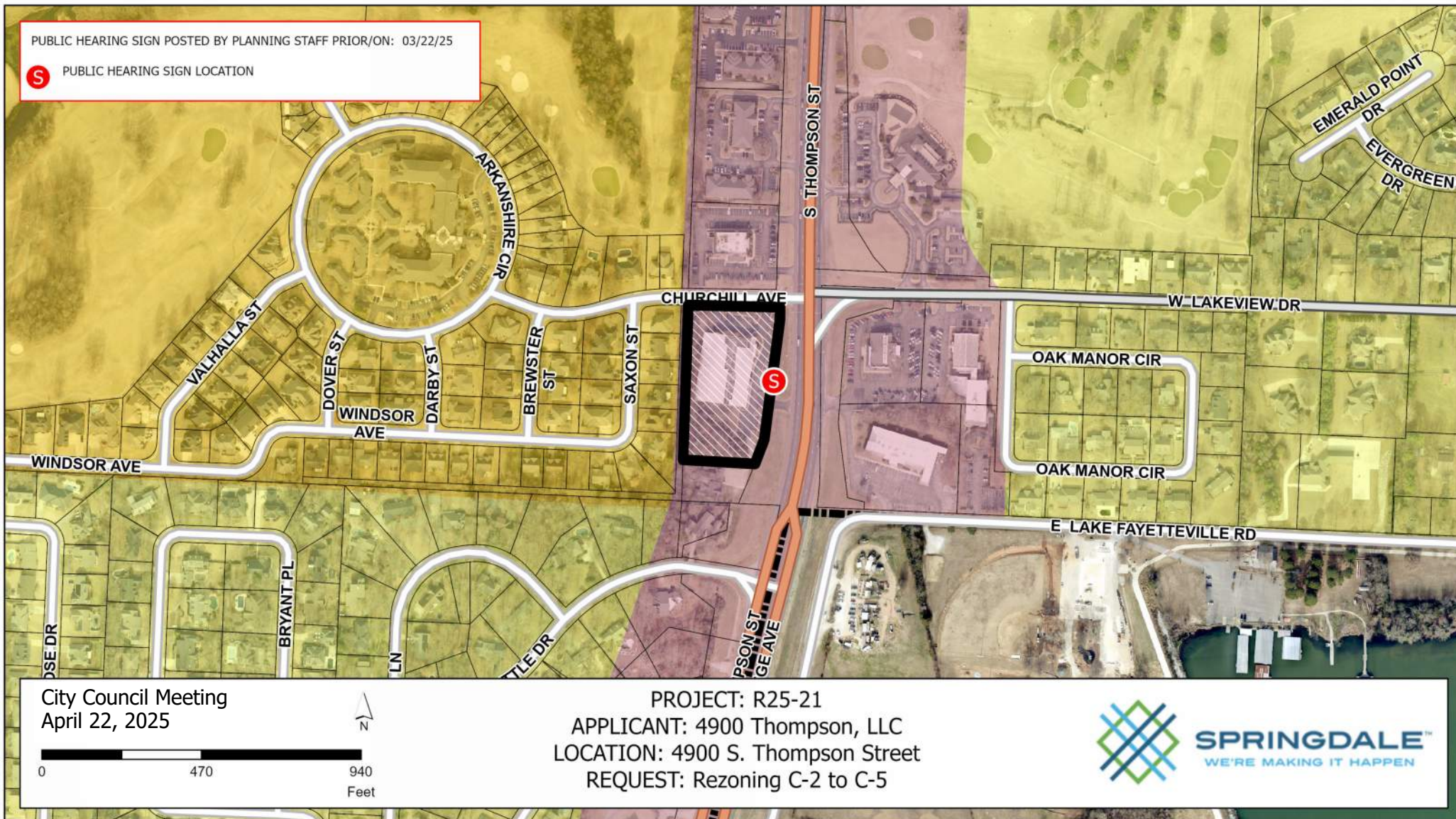
PROJECT: R25-21
APPLICANT: 4900 Thompson, LLC
LOCATION: 4900 S. Thompson Street
REQUEST: Rezoning C-2 to C-5



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



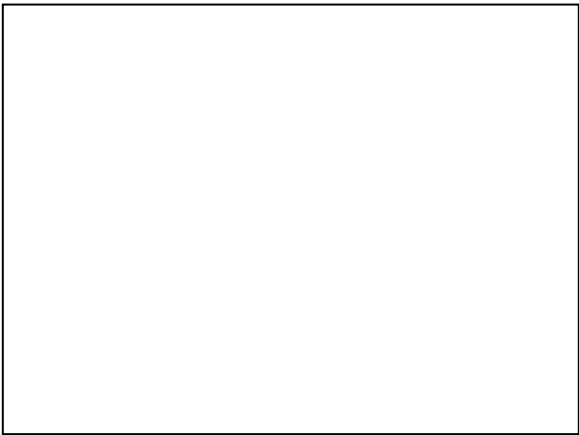
PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025

PROJECT: R25-21
APPLICANT: 4900 Thompson, LLC
LOCATION: 4900 S. Thompson Street
REQUEST: Rezoning C-2 to C-5





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-22) CERTAIN LANDS LOCATED AT 4100 WAGON WHEEL ROAD FROM AN AGRICULTURAL DISTRICT (A-1) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of April 1st, 2025 for hearing the matter of a petition of Two Daughters Properties, LLC requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to a Thoroughfare Commercial District (C-5).

Layman’s Description: 4100 Wagon Wheel Road

Legal Description:

PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 18 NORTH. RANGE 30 WEST, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 170.00 FEET WEST OF THE SE CORNER OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE 1/4), FOR A POINT OF BEGINNING, THENCE NORTH 330.00 FEET; THENCE WEST 161.00 FEET; THENCE SOUTH 330.00 FEET; THENCE EAST 161.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE COUNTY ROAD ON THE SOUTH SIDE AND ALL EASEMENTS OF RECORD. SUBJECT TO ALL RIGHT-OF-WAY, EASEMENTS, OTHER RESTRICTIONS OF RECORD, IF ANY.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-22) from an Agricultural District (A-1) to a Thoroughfare Commercial District (C-5) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above-described tract of real estate as follows:

From an Agricultural District (A-1) to a Thoroughfare Commercial District (C-5) zone.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

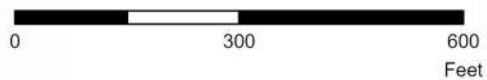
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025



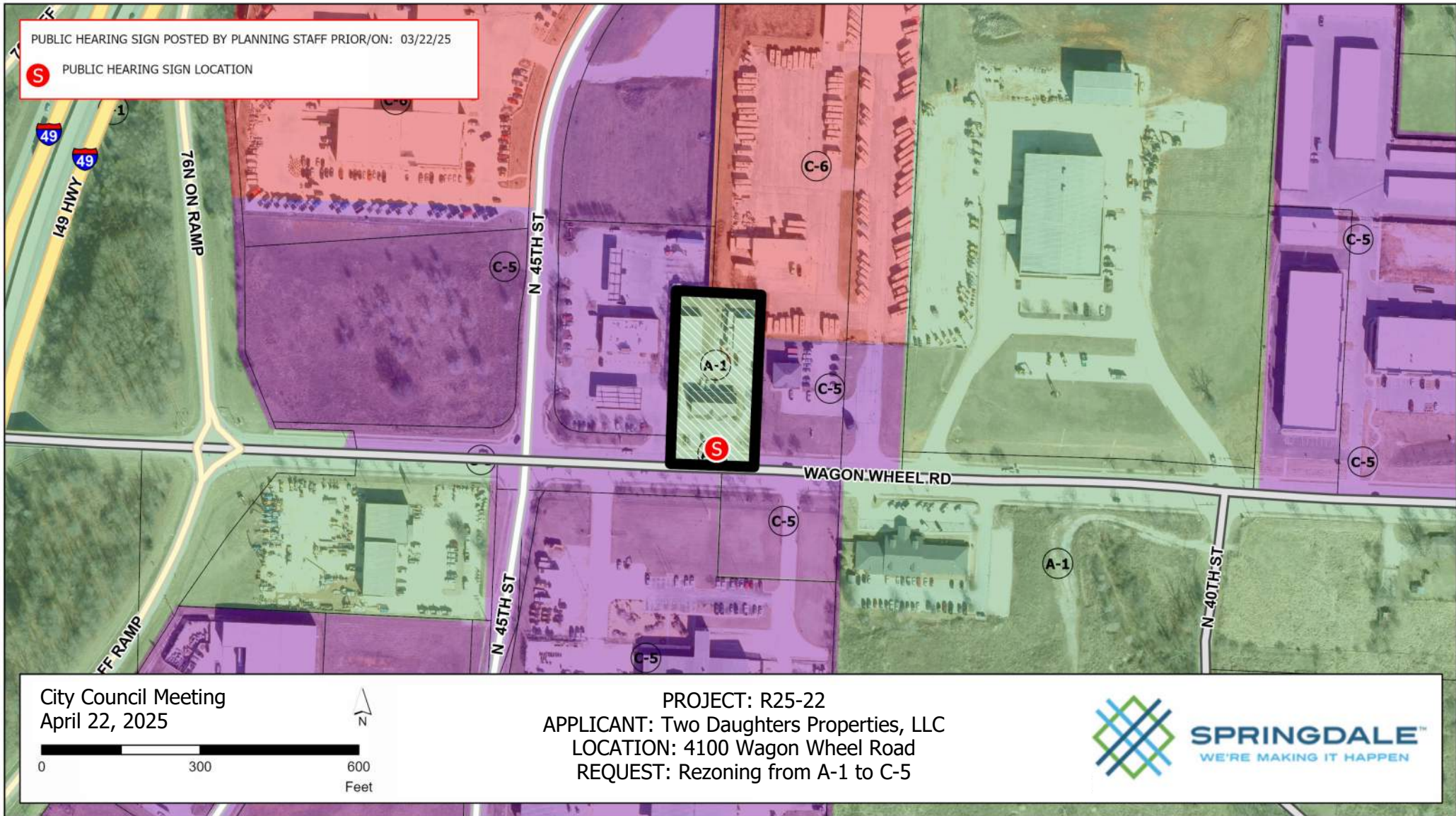
PROJECT: R25-22
APPLICANT: Two Daughters Properties, LLC
LOCATION: 4100 Wagon Wheel Road
REQUEST: Rezoning from A-1 to C-5



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025

PROJECT: R25-22
APPLICANT: Two Daughters Properties, LLC
LOCATION: 4100 Wagon Wheel Road
REQUEST: Rezoning from A-1 to C-5



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION

49

49

I49 HWY

Regional Commercial

76N ON RAMP

N 45TH ST



WAGON WHEEL RD

N 45TH ST

N 40TH ST

City Council Meeting
April 22, 2025



0 300 600
Feet

PROJECT: R25-22

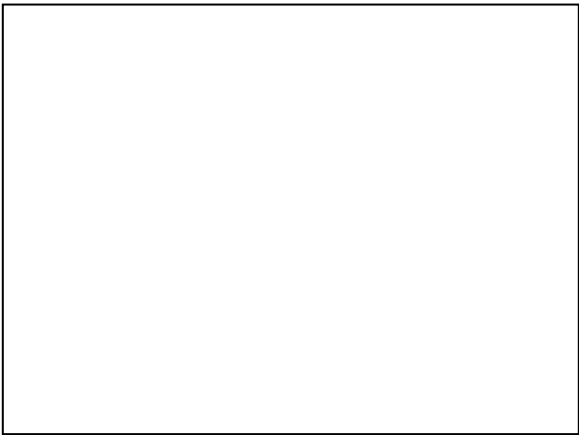
APPLICANT: Two Daughters Properties, LLC

LOCATION: 4100 Wagon Wheel Road

REQUEST: Rezoning from A-1 to C-5



SPRINGDALE™
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-23) CERTAIN LANDS LOCATED WEST OF CHIEF TRUMAN BREWER STREET AND SOUTH OF W. APPLE BLOSSOM AVENUE FROM A GENERAL COMMERCIAL (C-2) TO A WAREHOUSE DISTRICT (W-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of April 1st, 2025 for hearing the matter of a petition of Macrich, LLC requesting that the following described tract of real estate be rezoned from a General Commercial (C-2) to a Warehouse District (W-1).

Layman’s Description: West of Chief Truman Brewer Street and south of W. Apple Blossom Avenue

Legal Description:

BEING A PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHEASTQUARTER OF SAID SECTION 14; THENCE SOUTH 01°40’28” WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 362.81 FEET TO THE POINT OF BEGINNING BEING MARKED BY AN UNCAPPED 1/2” REBAR; THENCE DEPARTING SAID WEST LINE, SOUTH 86°47’48” EAST A DISTANCE 728.38 FEET TO A POINT AT THE BEGINNING ON A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE EAST BOUNDARY OF THE REZONE AREA FOR THE FOLLOWING TWO (2) CALLS:

- 1) 76.49 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 846.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 04°25'33" WEST A DISTANCE OF 76.46 FEET TO THE POINT OF TANGENCY;
- 2) SOUTH 01°50'09" WEST A DISTANCE OF 972.17 FEET TO A POINT ON THE NORTH BOUNDARY OF LOT 2 OF I-49 INDUSTRIAL PARK ACCORDING TO INSTRUMENT L202406912;

THENCE DEPARTING SAID EAST BOUNDARY, NORTH 86°28'02" WEST ALONG SAID NORTH BOUNDARY, 722.07 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 2 BEING ON THE EAST BOUNDARY OF LOT 3 OF SAID I-49 INDUSTRIAL PARK BEING MARKED BY A CAPPED 1/2" REBAR EMBOSSED PS #1834; THENCE DEPARTING SAID NORTH LINE, NORTH 01°40'22" EAST ALONG SAID EAST LINE AND ITS PROJECTION, A DISTANCE OF 1044.56 FEET TO THE POINT OF BEGINNING CONTAINING 26.412 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-23) from a General Commercial (C-2) to a Warehouse District (W-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be, and the same is amended by rezoning the above-described tract of real estate as follows:

From a General Commercial (C-2) to a Warehouse District (W-1) zone.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists, and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025



0 730 1460
Feet

PROJECT: R25-23

APPLICANT: Macrich, LLC

LOCATION: W. of Chief Truman Brewer St. S. of W. Apple Blossom Avenue

REQUEST: Rezoning from C-2 to W-1

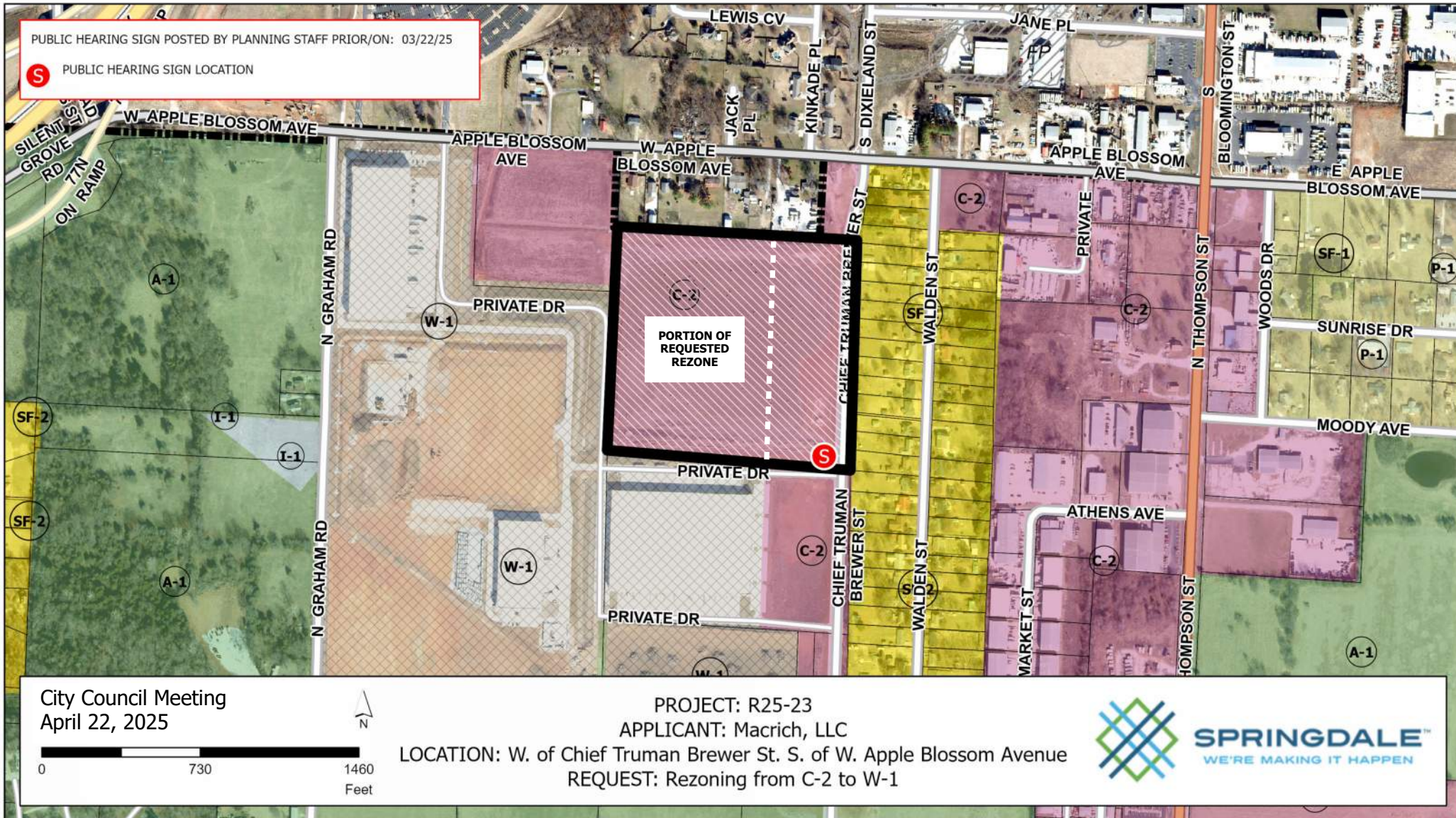


SPRINGDALE
WE'RE MAKING IT HAPPEN

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



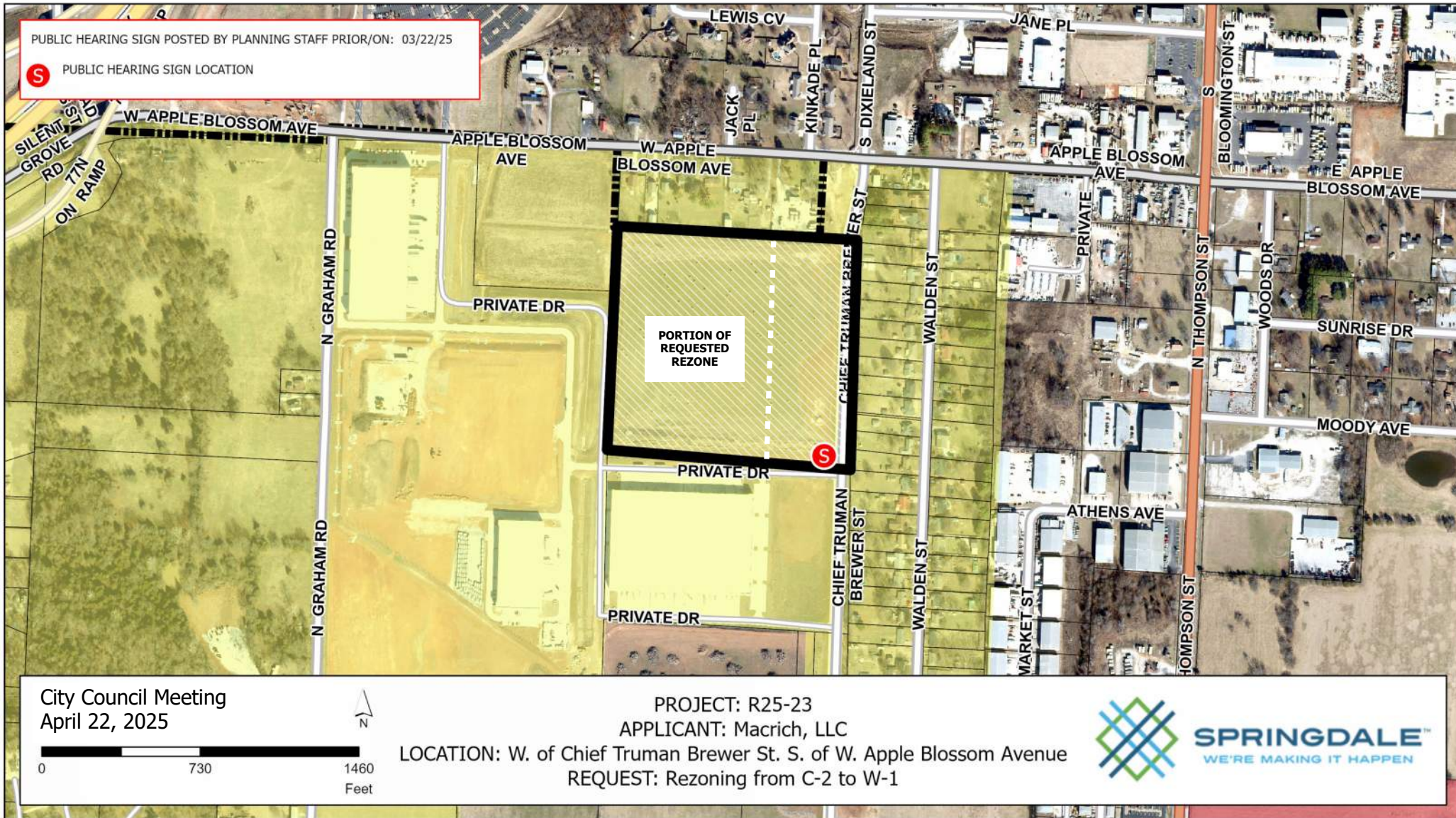
PUBLIC HEARING SIGN LOCATION



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025



0 730 1460
Feet

PROJECT: R25-23

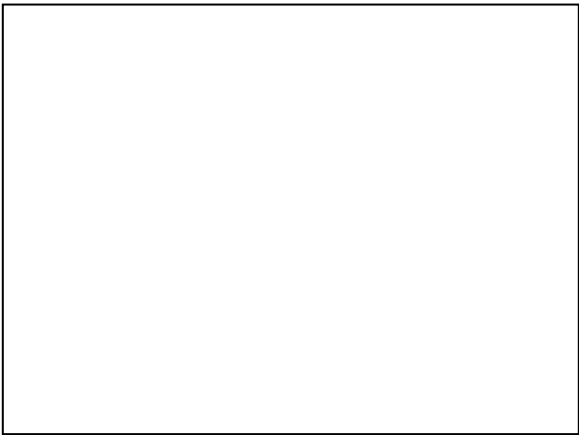
APPLICANT: Macrich, LLC

LOCATION: W. of Chief Truman Brewer St. S. of W. Apple Blossom Avenue

REQUEST: Rezoning from C-2 to W-1



SPRINGDALE
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-24) CERTAIN LANDS LOCATED AT 4557 W. SEATON DRIVE FROM AN AGRICULTURAL DISTRICT (A-1) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of April 1st, 2025 for hearing the matter of a petition of 4557 West Seaton, LLC requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to a General Commercial District (C-2).

Layman’s Description: 4557 W. Seaton Drive

Legal Description:

PART OF THE NORTHWEST QUARTER (NW) OF THE SOUTHEAST QUARTER (SE) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 495 FEET NORTH AND SOUTH 88°35'52" EAST 610.92 FEET OF THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT; RUNNING THENCE NORTH 269.74 FEET, THENCE SOUTH 86°27'55" EAST 241.16 FEET; THENCE SOUTH 88°35'52" EAST 8.65 FEET; THENCE SOUTH 260.77 FEET; THENCE NORTH 88°35'52" WEST 246.05 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-24) from an Agricultural District (A-1) to a General Commercial District (C-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be, and the same is amended by rezoning the above-described tract of real estate as follows:

From an Agricultural District (A-1) to a General Commercial District (C-2) zone.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists, and this ordinance, being necessary for the preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

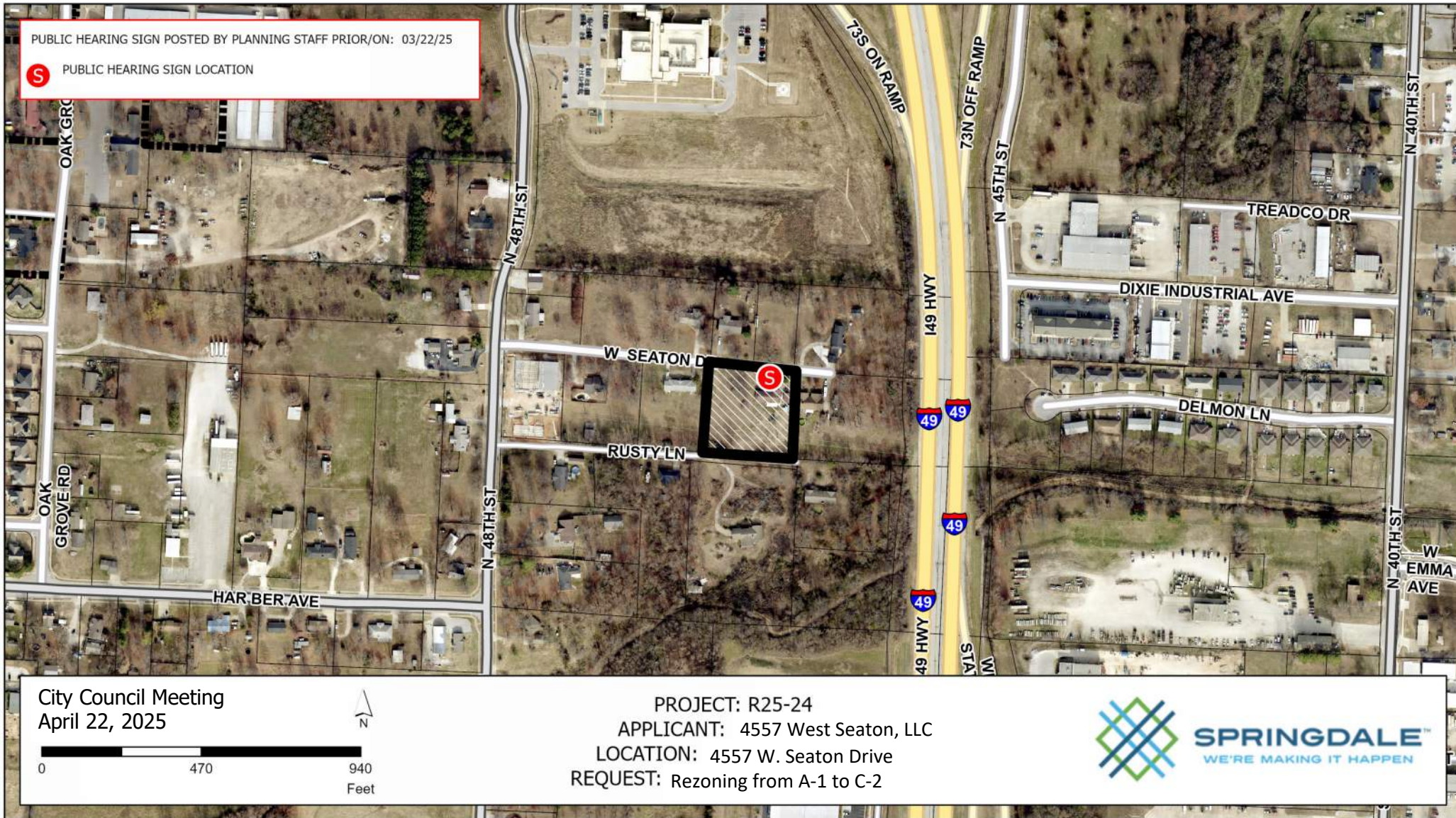
APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025



0 470 940
Feet

PROJECT: R25-24
APPLICANT: 4557 West Seaton, LLC
LOCATION: 4557 W. Seaton Drive
REQUEST: Rezoning from A-1 to C-2

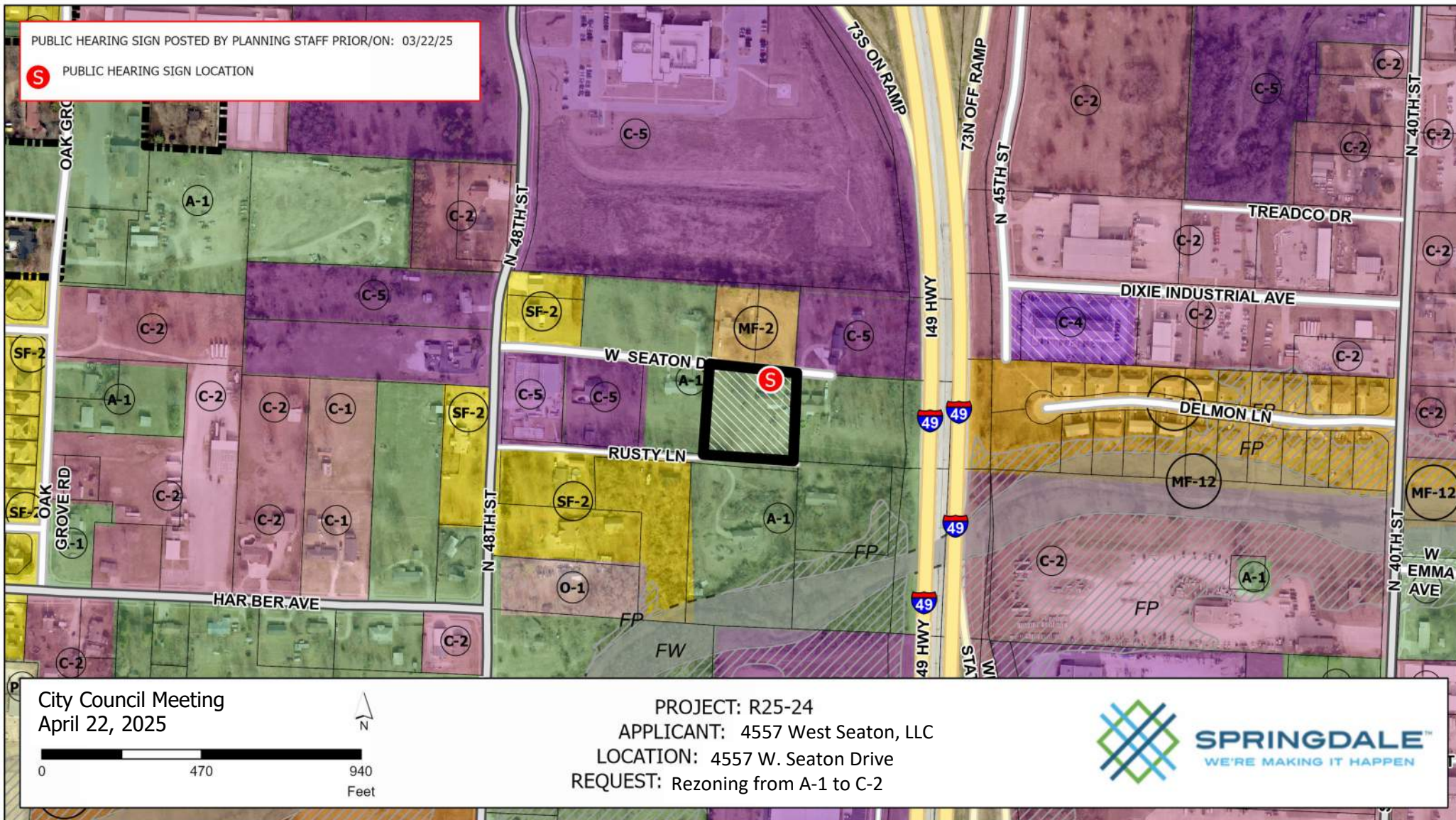


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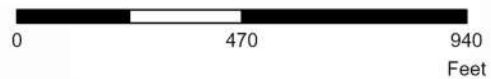
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025



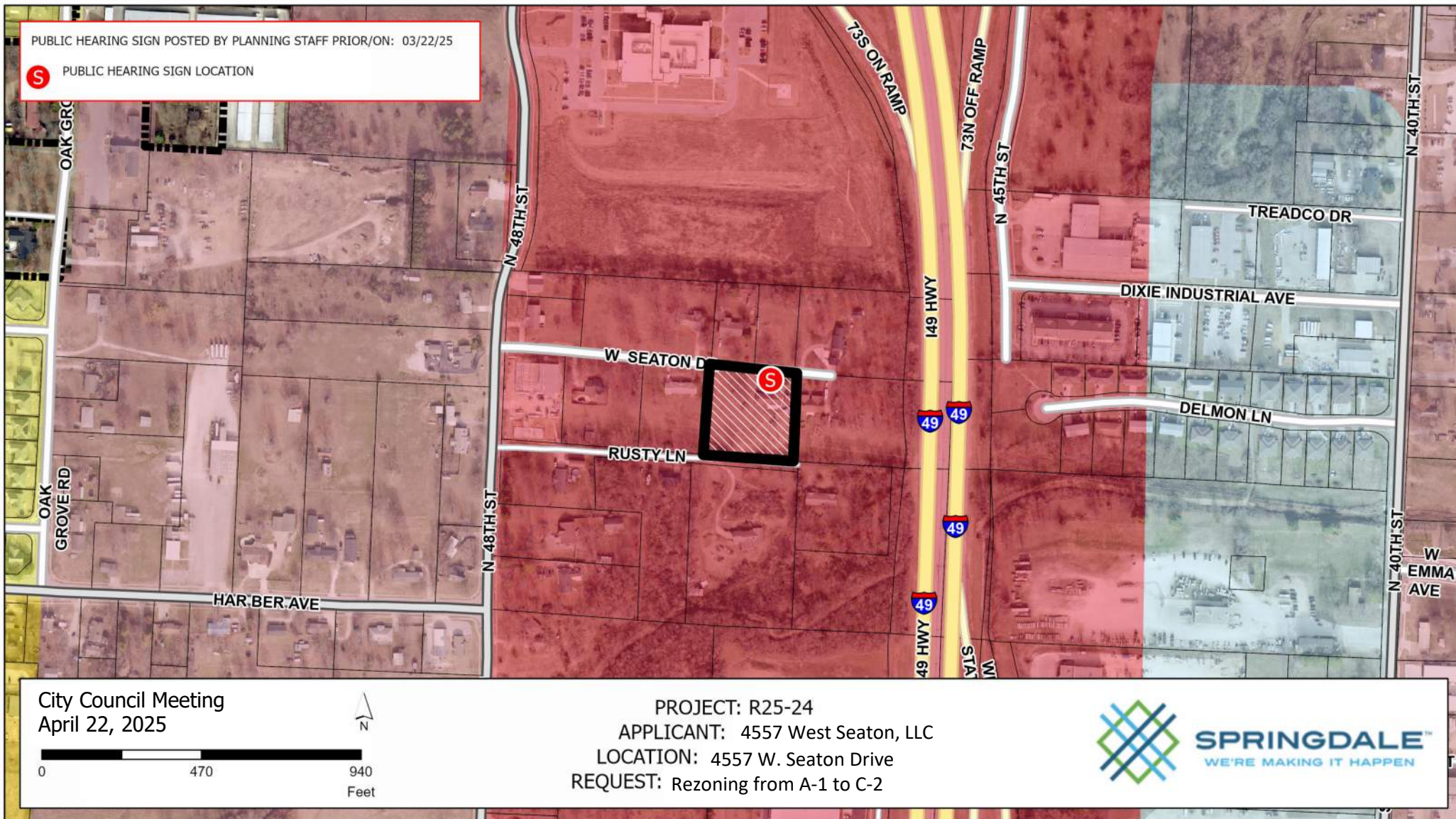
PROJECT: R25-24
APPLICANT: 4557 West Seaton, LLC
LOCATION: 4557 W. Seaton Drive
REQUEST: Rezoning from A-1 to C-2



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025

PROJECT: R25-24
APPLICANT: 4557 West Seaton, LLC
LOCATION: 4557 W. Seaton Drive
REQUEST: Rezoning from A-1 to C-2



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-03) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO CHEMSTATION, EXPANSION IN CONNECTION WITH L25-02, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-03) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-03) of street improvements to ESI Drive, including drainage improvements related thereto, sidewalks in connection with L25-02, a large-scale development for ChemStation, Expansion, and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to ESI Drive, including improvements related thereto, sidewalks in connection with L25-02, a large-scale development for ChemStation, Expansion.

Option 2: Denies a waiver of street improvements to ESI Drive, including improvements related thereto, sidewalks in connection with L25-02, a large-scale development for ChemStation, Expansion.

Option 3: Approves payment in lieu of improvements to ESI Drive in connection with L25-02, a large-scale development for ChemStation, Expansion with an estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allows a Bill of Assurance for a period not to exceed _____ years for street improvements to ESI Drive, including improvements related thereto, sidewalks to be built in connection with L25-02, a large-scale development for ChemStation, Expansion.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk/Treasurer

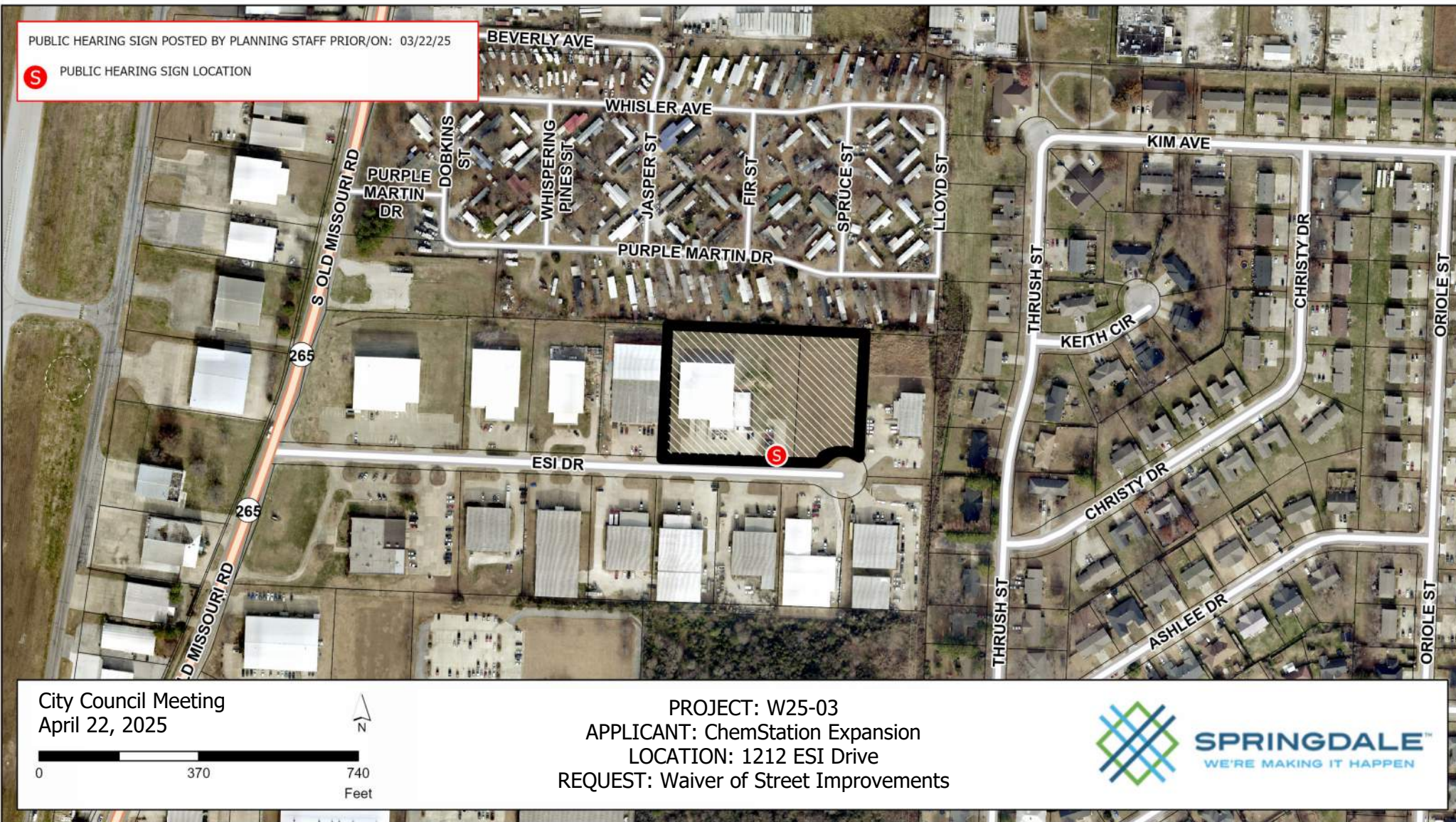
APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025



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Feet

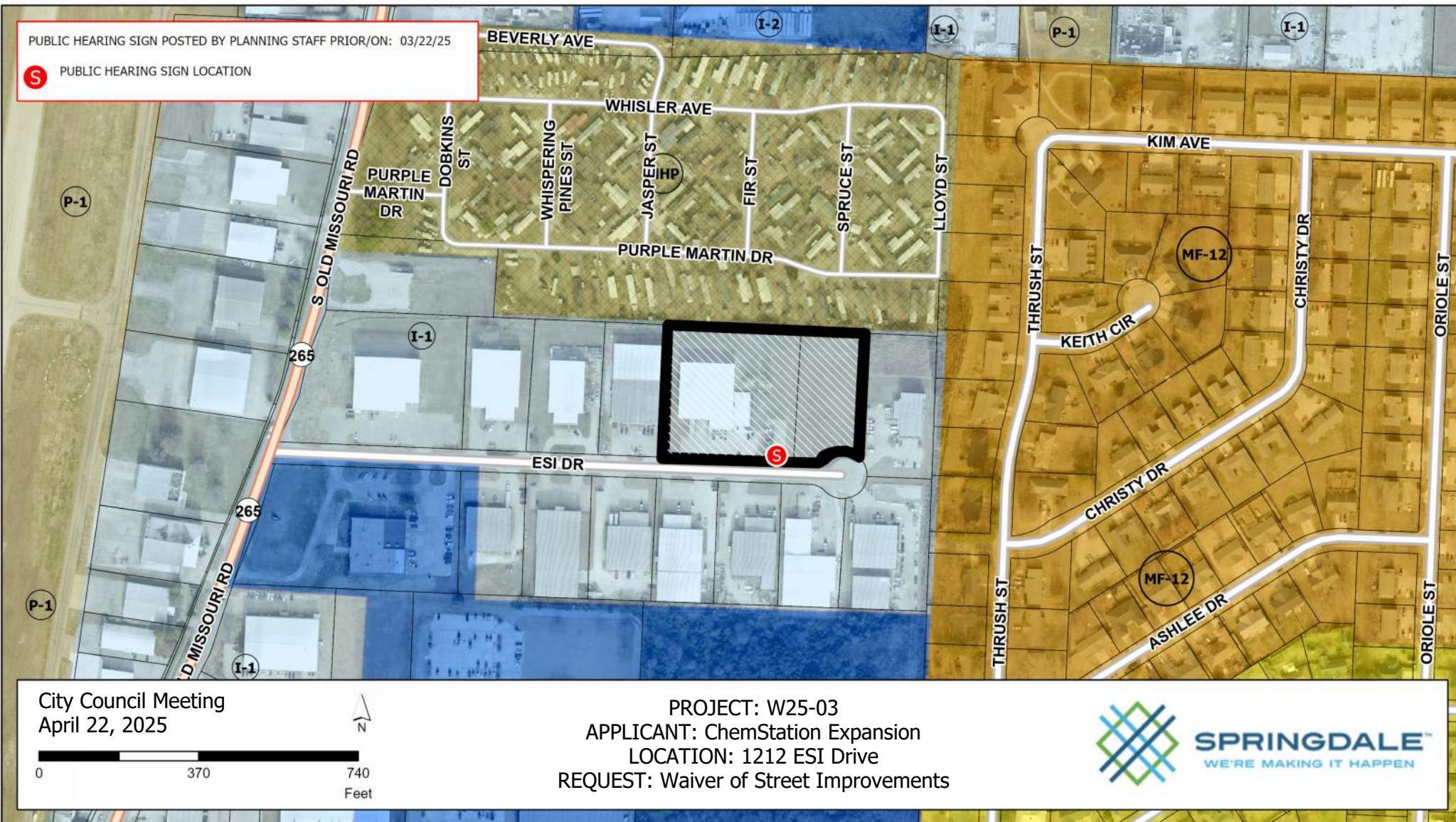
PROJECT: W25-03
APPLICANT: ChemStation Expansion
LOCATION: 1212 ESI Drive
REQUEST: Waiver of Street Improvements



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/25



PUBLIC HEARING SIGN LOCATION



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-10) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO OUR LADY OF SORROWS CATHOLIC CHURCH, EXPANSION IN CONNECTION WITH L25-08, A LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-10) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-10) of street improvements to West Graham Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-08, a large-scale development for Our Lady of Sorrows Catholic Church, and the Planning Commission, by a vote of 4-4, did not make any recommendations regarding the waiver request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to West Graham Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-08, a large-scale development for Our Lady of Sorrows Catholic Church.

Option 2: Denies a waiver of street improvements to West Graham Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-08, a large-scale development for Our Lady of Sorrows Catholic Church.

Option 3: Approves payment in lieu of improvements to West Graham Road in connection with L25-08, a large-scale development for Our Lady of Sorrows Catholic Church, with an estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allows a Bill of Assurance for a period not to exceed _____ years for street improvements to West Graham Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with L25-08, a large-scale development for Our Lady of Sorrows Catholic Church.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 02/22/25



PUBLIC HEARING SIGN LOCATION

FISHER LN

N GRAHAM RD

CALLAHAN
MOUNTAIN
RD

PRIVATE

LAHAN MOUNTAIN RD

BINS RD

W GRAHAM RD

CHIEF-TRUMAN
BREWER ST

N BREWER ST

City Council Meeting
April 22, 2025



0 370 740
Feet

PROJECT: W25-10
APPLICANT: Our Lady of Sorrows
LOCATION: 1600 W. Graham Road
REQUEST: Waiver of Street Improvements

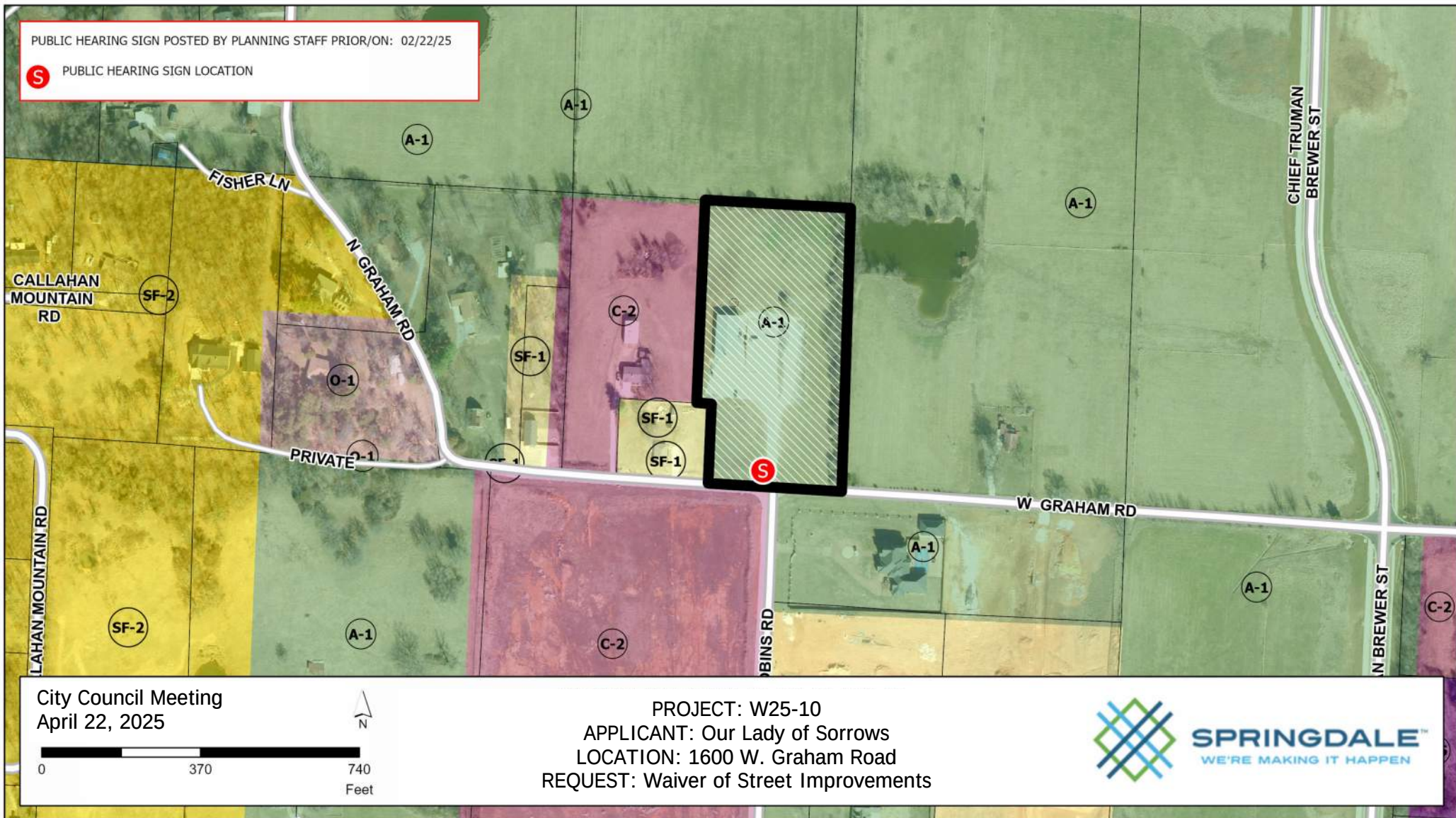


SPRINGDALE™
WE'RE MAKING IT HAPPEN

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 02/22/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
April 22, 2025

PROJECT: W25-10
APPLICANT: Our Lady of Sorrows
LOCATION: 1600 W. Graham Road
REQUEST: Waiver of Street Improvements



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-15) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO UAMS ORTHOPEDIC & SPORTS MEDICINE CENTER IN CONNECTION WITH L25-10, A LARGE-SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver (W25-15) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-15) of street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-10, a large-scale development for UAMS Orthopedic & Sports Medicine, and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-10, a large-scale development for UAMS Orthopedic & Sports Medicine.

Option 2: Denies a waiver of street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L25-10, a large-scale development for UAMS Orthopedic & Sports Medicine.

Option 3: Approves payment in lieu of improvements to Dearing Road in connection with L25-10, a large-scale development for UAMS Orthopedic & Sports Medicine with an estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allows a Bill of Assurance for a period not to exceed _____ years for street improvements to Dearing Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with L25-10, a large-scale development for UAMS Orthopedic & Sports Medicine.

PASSED AND APPROVED this _____ day of _____, 2025.

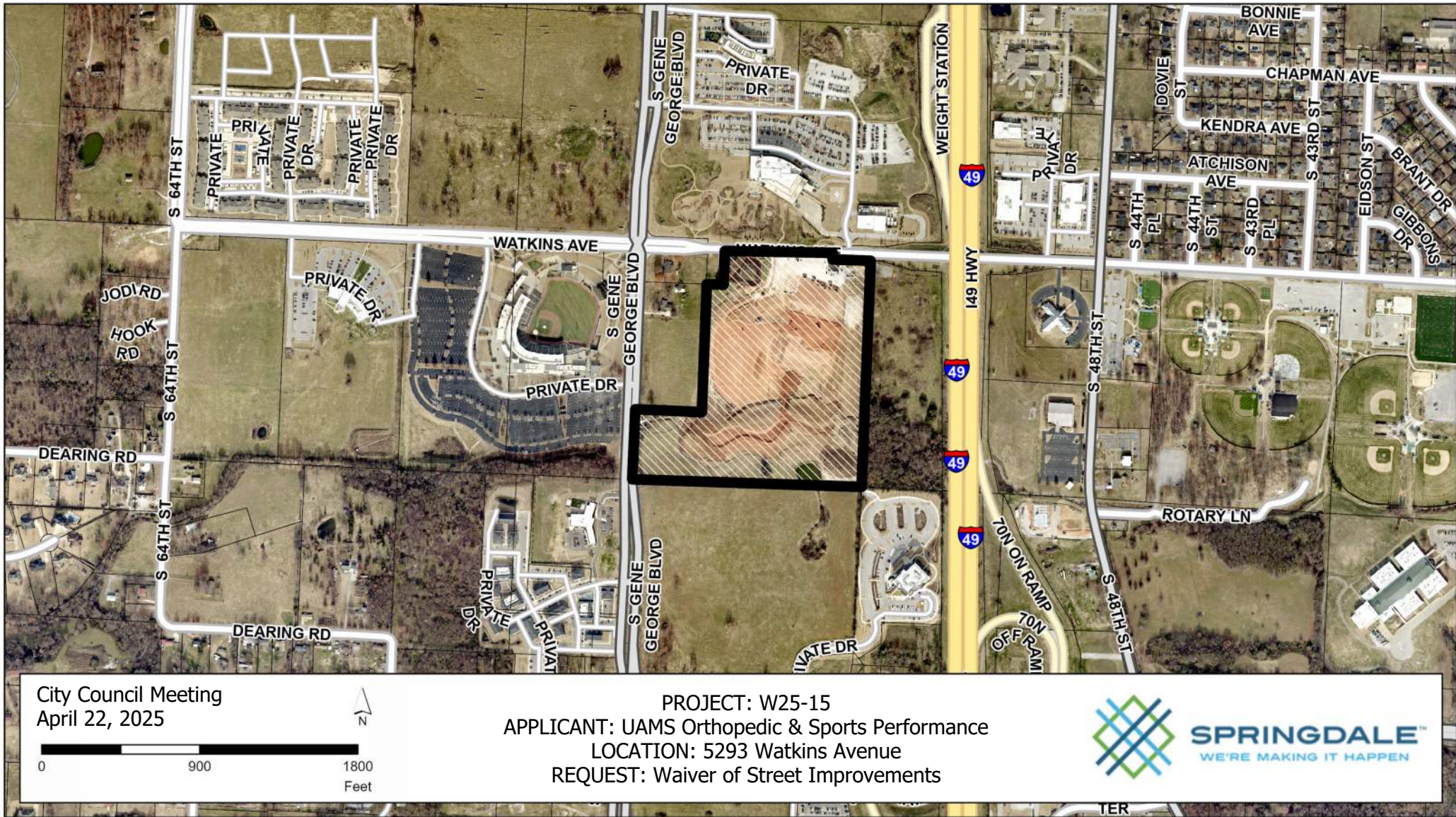
Doug Sprouse, Mayor

ATTEST:

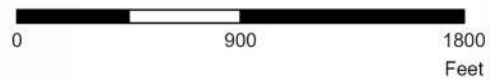
Sabra Jeffus, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



City Council Meeting
April 22, 2025



PROJECT: W25-15
APPLICANT: UAMS Orthopedic & Sports Performance
LOCATION: 5293 Watkins Avenue
REQUEST: Waiver of Street Improvements



April 8, 2024

Springdale City Council
201 Spring Street
Springdale, AR 72764

RE: Two Daughters Properties, LLC
April 1 Planning Commission Meeting

Dear Councilmen and Councilwomen,

Please consider this my notice to appeal the denial of the variance request from the Planning Commission meeting held on April 1st, 2025.

I am requesting the appeal of the denial of the Two Daughters Properties, LLC variance request seeking to allow unpaved sections of property to remain due to the heavy equipment frequently utilized given the scope of our business. We believe the vote of 4 to 4 which declined our request for variance did not take into account our willingness to pave the existing gravel drive on the east side of the building, with a 15'-0" wide drive, starting from the existing paved parking lot in front of the road facing building, to the back (northern most point) of that building. A wrought iron fence and gates will extend from the building to fence on the eastern property line and from the building to the concrete wall on the western property line. This will mitigate the visibility of the remaining gravel parking lot behind (north of) the road frontage building.

I appeal to you to revisit this variance request and all that it has to offer to the City of Springdale.

Respectfully,

Lee Dancer

Two Daughters Properties, LLC

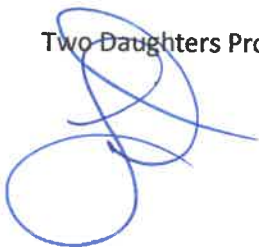
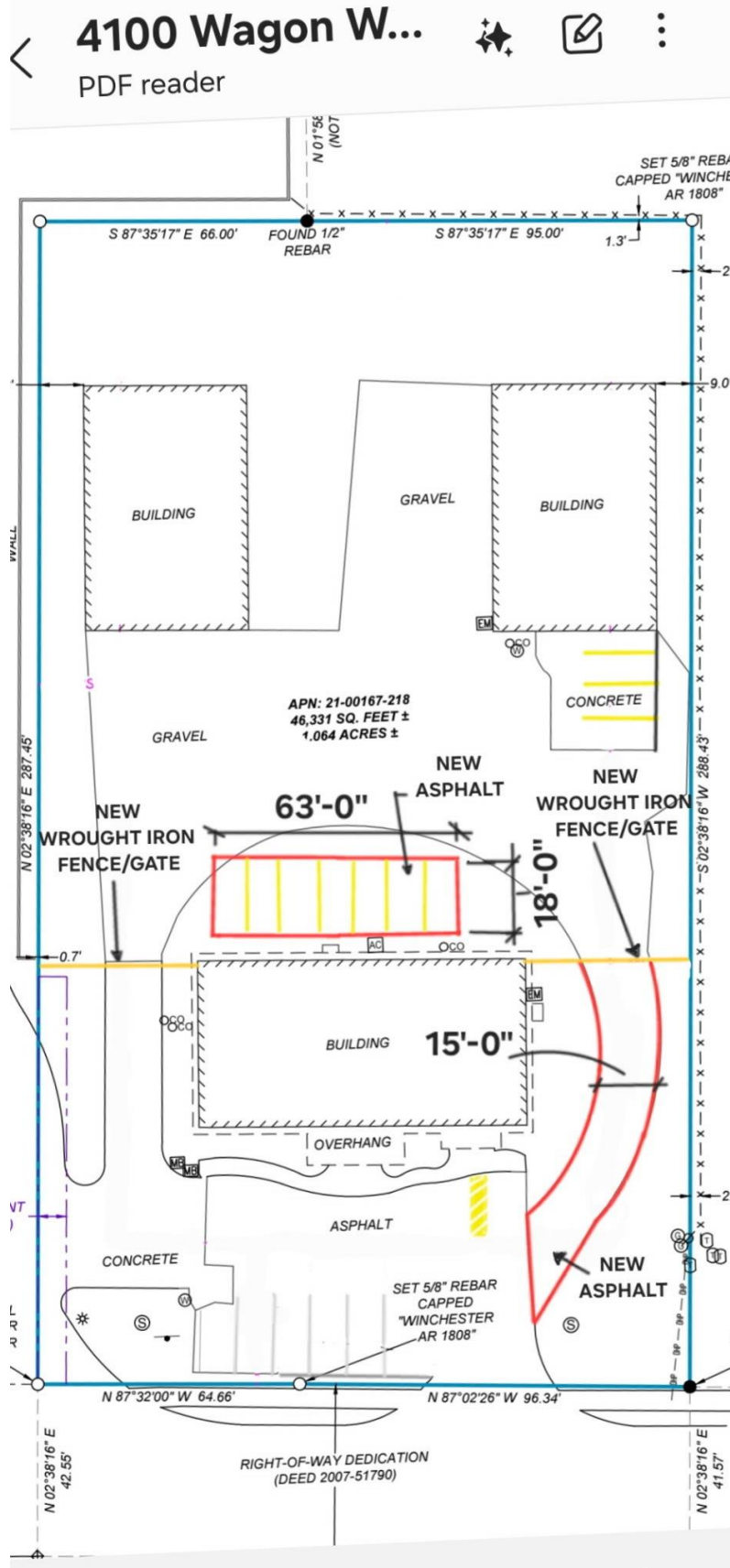


Exhibit 1.



R25-22 Two Daughters Properties, LLC

4100 Wagon Wheel Road

From A-1 to C-5

B25-20 Variance from Paving Requirements

Presented by Lee Dancer & Jim Morrison

Mr. Dancer: How are you guys?

Mr. Cloud: Great.

Mr. Dancer: I'm Lee Dancer with Two Daughters Properties.

Mr. Morrison: I'm Jim Morrison with Two Daughters Properties. Sorry, we didn't have a PowerPoint, but it's got a little drawing if you guys...

What we're looking to do is, it's currently zoned A-1. We're not going to be adding any new construction to it. What's it's the existing buildings, no additional paving in the front, it's going to be primarily used for construction, storage, and staging of equipment and material, skid steers, wood for a construction company that will be operating there centrally out of the building, homes in the area. With the zoning, changing it to C-5 to allow it, we would have to build an additional parking pad in the back, which we've noted there, to accommodate seven more cars. We will be painting an ADA parking space up front and meeting all the requirements for that as needed for a C-5, and adding three additional parking spots on the existing concrete pad in the back. And that's it.

Mr. Cloud: Staff comments.

Mrs. Tromburg: I have some staff comments on the rezoning. The rezoning request is in keeping with the following goals and policies of the Comprehensive Land Use Plan and is recommended for approval, encourage the development of regional commercial areas that accommodate a variety of wholesale, retail, service, office uses where the highest traffic volumes and the greatest utility demands can be served, and more extensive outdoor display of materials will be expected and permitted that has frontage and or access to I-49.

Mr. Cloud: Any other comments? Question, all these parking spaces you're adding, what's the purpose of that? Do you anticipate... meet requirements?

Mr. Morrison: Meet code regulations with the amount for a C-5.

Mr. Cloud: Would you be opposed to paving everything front of, basically the spots you're adding to the back of the building, bringing that all the way to the front, making sure that's all paved or asphalt?

Mr. Morrison: The only reason why we're trying not to do that is because of the equipment that we'll be having coming in there with skid steers and things of that nature, we don't want it.

Mr. Cloud: What kind of construction are you doing?

Mr. Morrison: Sorry?

Mr. Cloud: What kind of construction are you doing?

Mr. Morrison: It's home and small business construction.

Mr. Cloud: And you're bringing those skid steers on a flat-bed truck?

Mr. Morrison: Flat-bed truck.

Mr. Cloud: Yeah, like drives on the road all the time. That's just my comment, that may not be the others here.

Mr. Morrison: Okay.

Mr. Cloud: I get why you want gravel in the back, that makes sense to me, but I think, you know, anything you can see from the road, I think, needs to be updated for a C-5.

Mr. Morrison: That in the front is paved except for the gravel access.

Mr. Cloud: Not entirely, yeah.

Mr. Dancer: The building looks like a home, right? I wanted to have a home feel. I'd rather not pave that west side of the building.

Mr. Cloud: I understand, but it's a commercial business, so. And you're asking to rezone it to C-5.

Mr. Dancer: Yes, sir.

Mr. Cloud: So, you're going a long way from a home, which is R1, right? So we have to look at it as a commercial also.

Mr. Dancer: I understand.

Mr. Cloud: If there's no more comments. This is a call for the vote. Go ahead.

Mr. Cardiel: I've got a question. How many pieces of equipment do you have as far as skid steers, mini ex, how many pieces of equipment do you have?

Mr. Morrison: Basically, it's going to be as needed. Right now, we're small, we're starting off, but we're anticipating to have larger amounts, maybe two at the moment, but we're probably stored there on a regular basis and used as a central location to come in, pick up material, pick up equipment, and move out.

Mr. Cloud: Katie, do you know if we don't approve this variance request, what will they be required to pave?

Mrs. Hollingshead: I think they would be required to pave everything that they're using for vehicular traffic.

Mr. Cloud: Right.

Mrs. Hollingshead: It doesn't necessarily need to be everything that's gravel now, but I know that's the intention.

Mrs. Tromburg: And I think the amount of parking spots they had were actually calculated based on the amount of area of those structures that they were going to use.

Mr. Morrison: Right.

Mr. Cloud: So, without further comment, we'll do a call for the vote on the variance first. It'll be a variance from pavement requirements unless there's more comments.

Mrs. Hollingshead: Is one of the drives paved, and then the other one is gravel, or it looks like some of it is pavement?

Mr. Morrison: The other one it's concrete.

Mrs. Hollingshead: Okay.

Mr. Morrison: The one on the west side is gravel, and the one on the east side is paved, already concrete.

Mrs. Hollingshead: Okay. Thanks.

Mr. Morrison: Stops at the rear of the building.

Mr. Ogunyemi: So, would you all be opposed to paving that if it was at the west side?

Mr. Dancer: Paving the gravel driveway heading to the back of the building, right there?

Mr. Ogunyemi: Yes, that's the one you were referring to, Mark, right?

Mr. Cloud: Yeah, my comment was to pave everything in front of the building to the back of the building. So, it'd be like... in the very back and then remaining gravel, but I think everything that you see from the road to the back of the building should be paved. That was my comment.

Mr. Ogunyemi: Okay, so my question was, would you all be opposed to doing that? Or is it an extremely high cost that's just unreasonable?

Mr. Morrison: Well, our largest concern one is the price, overall cost of doing it, but is, are we going to damage it and have to repair it, and then constantly damage it and repair it. I mean, we're hoping to have an area that we know it's gravel, it may not be the most aesthetically pleasing, but it is more functional for what we're trying to get back there to do, and still allow for a fire lane back there that you know, is clear and safe for the fire department to get to.

Mrs. Tromburg: And then, just to note that the cost, unfortunately, is not a hardship that we consider.

Mr. Cloud: So, call for the vote for the variance request.

Mr. Couch: Call for the vote.

Mr. Cloud: By Mr. Couch.

The variance request is voted on electronically.

VOTE:

YES: Hussein, Ogunyemi, Harlan, Reynolds.

NO: Couch, Keith, Cloud, Cardiel.

Mr. Cloud: Well, that motion fails. It's a lack of majority. Next up is a call for the vote for rezone request from A-1 to C-5.

Mr. Ogunyemi: Call for the vote.

Mr. Cloud: Mr. Clement.

The rezone request is voted on electronically.

VOTE:

YES: Couch, Hussein, Ogunyemi, Harlan, Keith, Cloud, Cardiel, Reynolds.

NO: None.

Mr. Cloud: That passes eight (8) zero (0). So, the rezone request has been approved.

Mrs. Tromburg: For the variance, you have the right to appeal the Planning Commission's decision to the City Council. You have to file your appeal in writing to the City Clerk's office within 15 days of the Planning Commission's meeting. You have to identify what you think the error of the Planning Commission's decision was, and you have to re-notify adjacent property owners. So that would be for that variance.

Mr. Dancer: Okay. If we were to pave onto the west side to the back of the building to match the east side, would you guys be okay with that?

Mr. Cloud: I asked you that five minutes ago.

Mr. Morrison: Well, I mean, we're just making sure that, I mean, is that the extent of where you would want it? I mean just...

Mr. Cloud: So, my comment was, I was okay if you paved from the back of the building all the way to the front on both sides.

Mr. Dancer: And not paved the area just behind the building.

Mr. Cloud: That doesn't concern me as much as...

Mr. Dancer: I'd be okay with that. Thought you were wanting us to keep that parking lot area.

Mr. Morrison: But that'd be in addition to the parking area added in the back, or swapping one for the other.

Mr. Cloud: Well, I'm assuming that your current parking spaces are to meet the parking requirements.

Mr. Dancer: The only reason we have these parking spaces is because when we met...

Mr. Cloud: Correct.

Mr. Dancer: You were requesting it. We're not going to have that many people parked there. We currently aren't going to have that many people parked. We have another location. So, our office is split.

Mr. Cloud: So, you have the handicap in the front of the building. Is there any other place you can get parking in the front?

Mr. Dancer: Yes. One, two, three, four, five, five spots.

Mr. Morrison: With one ADA.

Mrs. Tromburg: And I don't have the calculation right here in front of me, but the calculation would just be based on that net square footage of what you're gonna use, whether it's split or not, whether use the whole building or if it's half and you just have to have enough required spots with Commercial Design Standards, they have to be paved.

Mr. Cloud: Personally, I'm more willing to give a variance on the parking requirements than the pavement requirements from the standpoint of I'd like to see everything from the back of the building forward to the main road to be paved and nice and clean with nice parking spaces there. Because I'm like you, I don't know that you'll have that many visitors so to speak. I think, you know, your crew may park, but they'll probably park in the back with, you know, by those by the out buildings in the back.

Mr. Dancer: If you look on the east side of the, or the west side of the building, that concrete driveway, there's grass on both sides, right? Can we replicate that so it matches and that is concrete with curbs? Could we put concrete and a curb right there and have green space on both sides?

Mrs. Tromburg: Well, we don't design or make a plan right here at the table while we're doing it, and we've already voted on both the rezoning and the variance. However, if you come into the Planning office, we're willing to sit down with you and Engineering and figure out what the next steps are.

Should you appeal this variance, or is there another route that we can go down, and we can at least sit down with you and try to explore maybe there is a path, but at this point, we've voted on both projects.

Mr. Cloud: Yeah, is there, I mean, well, if they'd be willing to table, and then meet with staff to try to come up with a better solution, or...

Mrs. Tromburg: Well, we already voted.

Mr. Cloud: Sure.

Mrs. Tromburg: We can't table. I suggest you come into the office, we explore whether appeal or if there's another route, and see what we can do from there.

Mr. Dancer: Okay.

Mr. Cloud: Thank you.

Mr. Dancer: Thank you, guys. Appreciate it.



Variance Application

Date: 03/11/2025 Permit No.: 250067

Applicant / Owner

Applicant Name:	Two Daughters Properties, LLC	Owner Name:	Lee Dancer
Address:	233 e main ste 20	Address:	1620 elm springs rd
City, State, Zip:	Farmington, AR 72730	City, State, Zip:	Springdale, AR 72762
Phone:	479-966-7099	Phone:	479-966-7099
Email:	Lee@elitehomesolutions.pro	Email:	Lee@elitehomesolutions.pro
Contact:	Applicant		

Project

Project Location:	4100 wagon wheel rd sprindale ar 72762	Multiple Buildings:	☐
Parcel Numbers:	21-00167-218	Outdoor Storage:	☐
Current Zone:	A-1	Facades/Exterior:	☐
Rezone Required:	C-5	Detail Features:	☐
Total Acreage:	1.22	Roofs:	☐
Entrances:	☐	Materials/Colors:	☐
Parking Lot:	☒	Entryways:	☐
Structure Back:	☐	Landscaping:	☐
Pedestrian Flow:	☐	Screening:	☐
Central Features:	☐	Lighting:	☐

Variance Request: Paving the entire parking lot.

Difficulty/Hardship: The back of the parking lot is currently gravel. I am requesting a variance to pave only the area directly behind the building while keeping the rest of the parking lot as gravel. This will allow us to load and unload our machinery without damaging the asphalt.

Variance Effect: This would allow us to load and unload our skid steer, Mini excavator, and dozer on the property without tearing up the asphalt. We do plan on fencing the back off with electric gates so the gravel area will be behind the fence. Attached is a map with a red box for the proposed asphalt parking spot

Harmony:

I do hereby certify that the information contained herein is true and correct.

Lee Dancer
Name

03/11/2025
Date



Adjoining Owner Certification

TWS Title, LLC certifies to Parcel Number 21-00167-218 owned by Tam Ber LLC, being adjacent to the following parcels located in Benton County, Arkansas.

Owner	Parcel Id	Address	Type	Owner Address
TAM BER LLC	21-00167-218	4100 WAGON WHEEL RD	CI	1526 PLAZA PL SPRINGDALE AR 72764-5278
CITY OF SPRINGDALE	21-02354-000	N 45TH ST	EG	201 SPRING ST SPRINGDALE AR 72764
SPIRIT SPE PORTFOLIO CA C- STORES LLC	21-02346-000	4126 WAGON WHEEL RD	CI	5050 POPLAR AVE #2000 MEMPHIS TN 38157
WAGON WHEEL HOLDINGS LLC	21-00167-220	4024 WAGON WHEEL RD	CI	2490 WAGON WHEEL RD SPRINGDALE AR 72762
JA Riggs Tractor Company	21-03728-000	4117 Wagon Wheel Rd.	CI	PO Box 1399 Little Rock, AR 72203-1399
JA Riggs Tractor Company	21-00167-601	E. Wagon Wheel Rd.	C	PO Box 1399 Little Rock, AR 72203-1399
CITY OF SPRINGDALE	21-03729-000	Wagon Wheel Rd.	EG	201 SPRING ST SPRINGDALE AR 72764

By: Hollie Wentz
Hollie L. Wentz
License No. 16259231

**Notice of Public Hearing before the
Springdale City Council on a
VARIANCE APPEAL**

To All Owners of land lying adjacent to the property

at: Location: 4100 Wagon Wheel rd Springdale, AR

72762

Owned by: Two Daughters Properties, LLC

NOTICE IS HEREBY GIVEN THAT an appeal has been filed to the Springdale City Council for the above property.

If approved, the variance will occur only upon the property described above.

It will not change anything pertaining to your property.

The purpose of this request is to:

Inform you we are going to appeal the decision the planning commission made about allowing us
pave an area in the back of the building and leave the gravel drive.

A public hearing on said Board of Adjustment appeal will be held by the Springdale City Council in the Council Chambers of the City Administration Building at 201 Spring Street, Springdale, AR 72764 on:

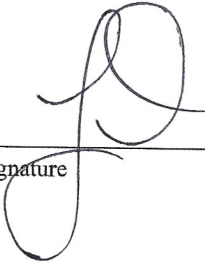
April 22nd, 2025 at 6:00 p.m.

All parties interested in this matter may appear and be heard at said time and place or may notify the City Council of their views on this matter by letter or email. All persons interested in this request are invited to call or visit the City Administration Building to review and discuss the appeal.

Affidavit of Mailing

This document is to be submitted to the Springdale Planning & Community Development Division via iWorQ, planningapplications@springdalear.gov, or in person at 201 Spring Street, Springdale, AR.

I hereby certify that I, (printed name) Lee Dancer acting as agent/owner, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copies of the notice, mailing receipts, return cards and any notices that were undeliverable.


Signature

4-11-25
Date

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-05) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO HKH RESIDENCE TRUST IN CONNECTION WITH 8781 W. MILLER ROAD, A SINGLE-FAMILY DWELLING.

WHEREAS, Ordinance #3047 provides for the waiver (W25-05) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-05) of street improvements to HKH Residence Trust including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling, and the Planning Commission recommends denial of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to West Miller Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling.

Option 2: Denies a waiver of street improvements to West Miller Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling.

Option 3: Approves payment in lieu to West Miller Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to West Miller Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

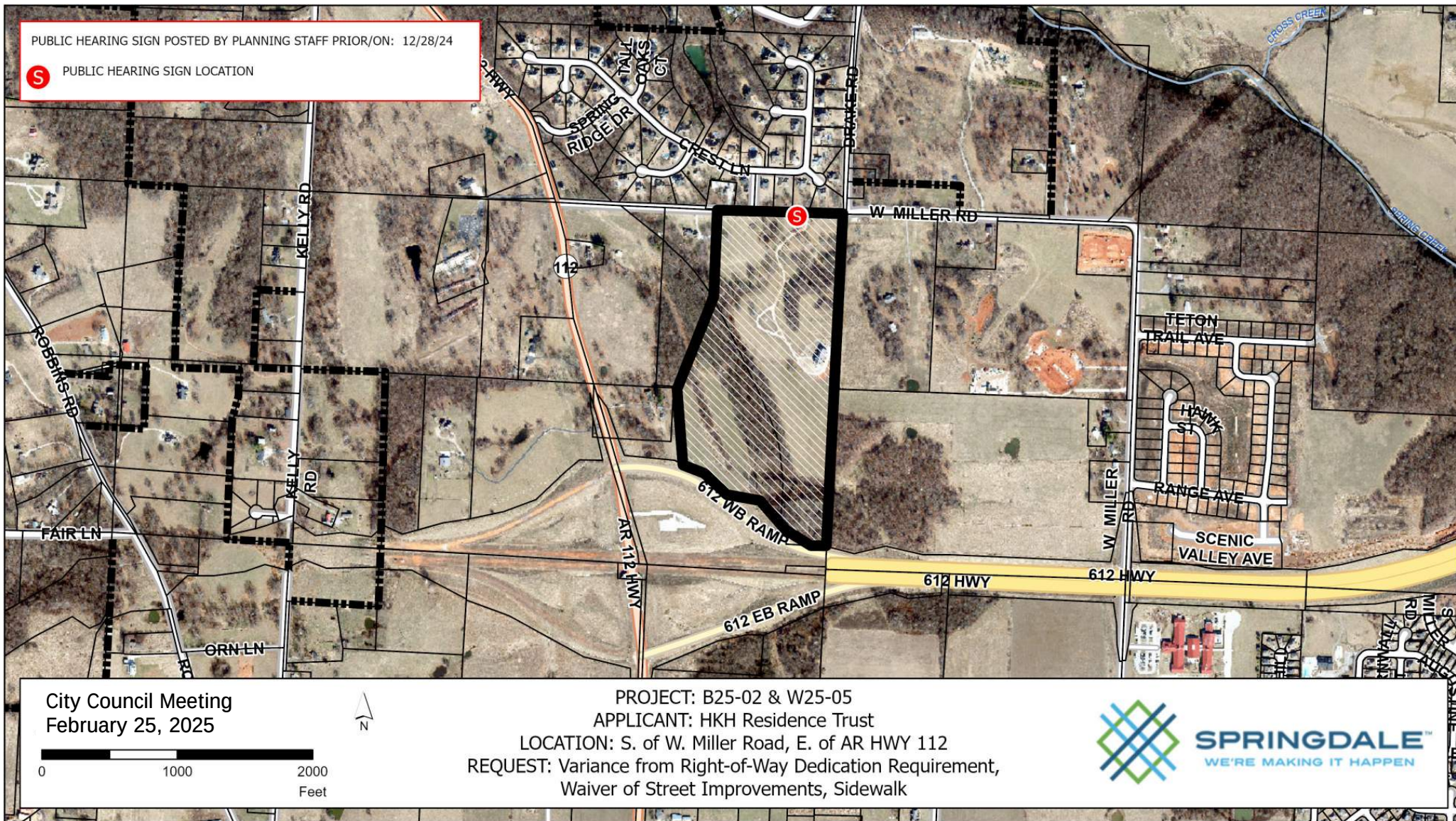
APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24



PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025

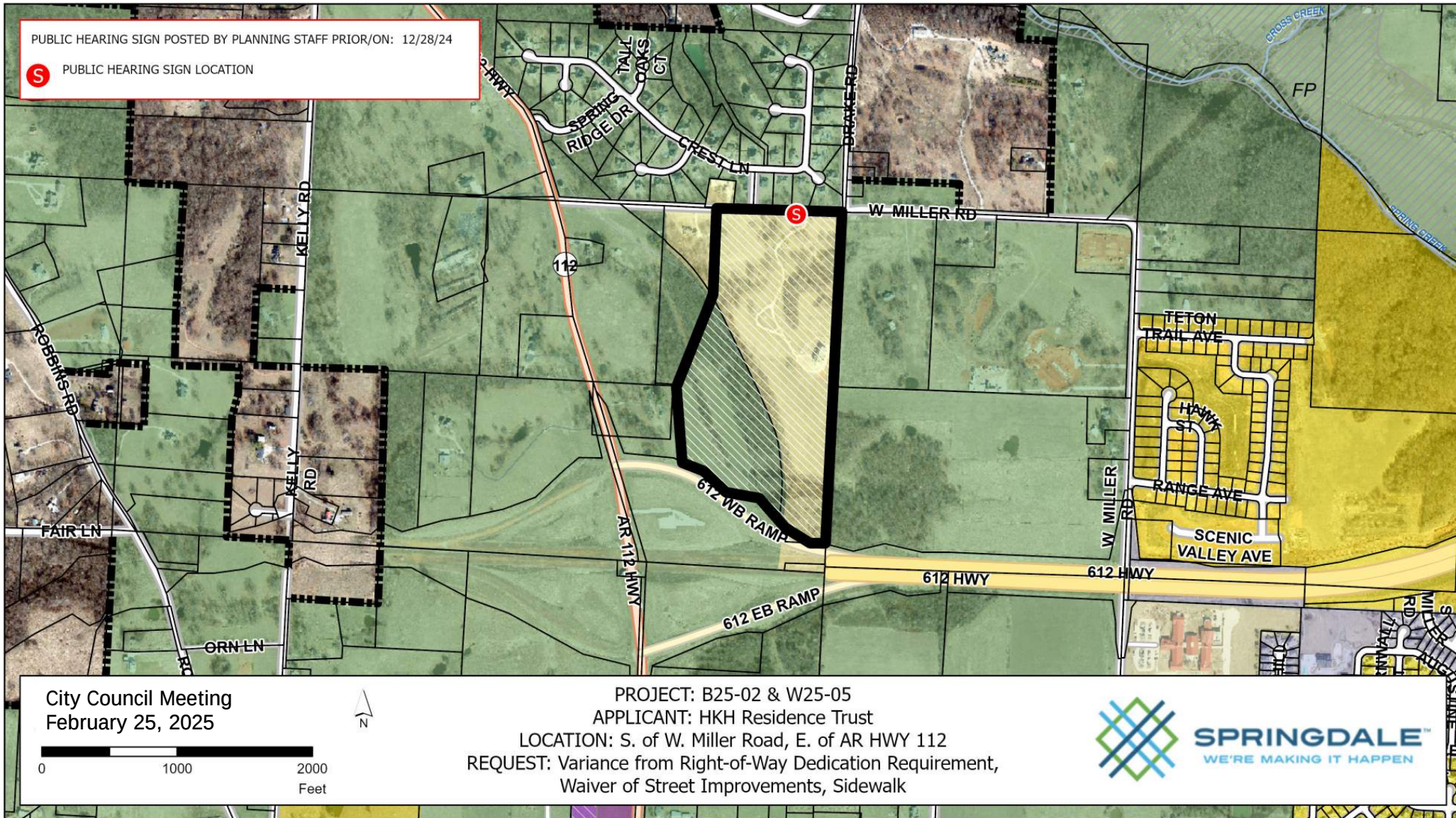
PROJECT: B25-02 & W25-05
APPLICANT: HKH Residence Trust
LOCATION: S. of W. Miller Road, E. of AR HWY 112
REQUEST: Variance from Right-of-Way Dedication Requirement,
Waiver of Street Improvements, Sidewalk



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24



PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025

PROJECT: B25-02 & W25-05
APPLICANT: HKH Residence Trust
LOCATION: S. of W. Miller Road, E. of AR HWY 112
REQUEST: Variance from Right-of-Way Dedication Requirement,
Waiver of Street Improvements, Sidewalk





February 19, 2025

Sabra Jeffus
City Clerk
City of Springdale
201 Spring Street
Springdale, AR 72764

RE: B25-09 - Northern Hills Variance – Denial Appeal Letter
Atwell Project Number: 23007301

Ms. Jeffus,

This letter is in response to the denial we (Northern Hills MHC LLC) received at the February 04, 2025, Planning Commission Meeting for the Northern Hills Variance (B25-09) request. This variance request to Springdale Code entailed the reduction of the 30' setback from the roadway centerline to building for 8 manufactured homes at the Northern Hills manufactured housing community. Please note, these are existing homesites that have had homes existing on the lots in the past. The Variance Request Submittal is contained at the end of this Appeal Letter.

At the Planning Commission Meeting, we received feedback from City of Springdale regarding concerns regarding fire response at the community. City of Springdale was concerned with cars parked on the street at Northern Hills MHC impeding fire trucks in the event of a fire. As such, we are revising the community rules to completely prohibit street parking at the community. This will preserve the entire 25' wide roadways at Northern Hills MHC for emergency access.

Furthermore, there were some instances of poor communication between Northern Hills MHC LLC and the Planning Commission at the February 04, 2025 meeting regarding the purpose of this Variance Request. I have added a "Comment-Response" section to this letter to address all open questions from the meeting, and better present the purpose of our Variance Request.

In closing, we believe the Variance Request was wrongfully denied, and we are appealing the denial of our Variance Request. We appreciate your time and consideration of this Appeal, and we appreciate the opportunity to replace these 8 currently vacant homesites with 8 affordable manufactured housing units. We appreciate your consideration of this letter and the opportunity to help address the lack of affordable housing in Springdale.

The below are our responses to the comments and questions made at the February 04, 2025 Planning Commission Meeting regarding our Variance Request. Please allow this Comment Response Letter to serve as our mechanism for appealing the denial of our Variance Request.



1. Comment: Planning Commission stated the community was already overcrowded.

Response: The property is zoned MHP – Manufactured Home Park. Per Springdale Ordinance, the MHP zoning designation allows for a density of 10 units per acre. The property is 23.75 acres (deeded) in area. This would allow for 237 sites at this community.

The community currently has 181 sites, well below the allowed density.

Furthermore, the sites in question are currently existing homesites where homes have existed in the past. We are not proposing any “new” lots or any sites. We are simply attempting to replace once existing homes on these currently vacant homesites.

2. Comment: Planning Commission cited a lack of resident parking.

Response: Per Article 7 of Springdale Ordinance, “Two (2) spaces for each manufactured home outside the primary structure” are required.

All existing and proposed homes at the community feature 2 parking spaces per Springdale Ordinance.

3. Comment: Planning Commission cited a lack of visitor parking.

Response: The community provides 12 visitor parking spots at the community office and 4 parking spots on F Street for additional visitor parking.

Furthermore, the Owner is moving forward to reconfigure the existing RV storage area as additional visitor parking (located in southwestern corner of site).

4. Comment: Planning Commission cited that too many cars currently park on the street.

Response: The current Rules and Regulations of the community do not permit street parking, with exception of guests limited to 5 hours.

The Owner has issued a notice to residents to reiterate the aforementioned rule, and prompt residents to utilize provided driveway parking spaces.

The Owner is now moving to revise community rules to prohibit all street parking (for residents or visitors). The Owner is moving forward to reconfigure the existing RV storage area as additional visitor parking (located in southwestern corner of site).

5. Comment: Fire department concerned with how close homes are to road and cars parked in street.

Response: Per Sec. 66-43 (g) of Springdale Ordinance, all roads “shall have a minimum width of 25 feet”. The required 25’ road width will not be impacted by home placement.

Owner is moving to revise community rules to prohibit all street parking (for residents or visitors), thus preserving the entire 25’ wide roadway for emergency response vehicles.

Lastly, as these are existing homesites, the previously existing homes for these lots were actually larger (and closer to the roadway) than the replacement homes we are proposing.



6. Comment: The Planning Commission was under the impression that we were asking to add “additional homes”.

Response: These home sites are existing and have previously had homes existing on these lots. RHP only intends to replace the quantity of homes that had previously existed. The number of sites at the community will remain at 181 sites.

Again, as these are existing homesites, the previously existing homes for these lots were actually larger (and closer to the roadway) than the replacement homes we are proposing.

7. Comment: Planning Commission was concerned with size of proposed homes.

Response: We are proposing single-wide manufactured housing units. We are only requesting a variance to the CL of roadway to building setback.

Again, the required 25’ roadway width will not be impacted due to home size or home placement, thus preserving the entire 25’ wide roadway for emergency response vehicles.

Again, as these are existing homesites, the previously existing homes for these lots were actually larger (and closer to the roadway) than the replacement homes we are proposing.

8. Comment: Planning Commission stated Unit C-15 would not be allowed as the unit is located within the Floodway.

Response: While this lot is located adjacent to the delineated Floodway, we believe the home orientation can be configured to completely avoid the Floodway. The home would only be located in the delineated Flood Zone AE, which according to the City of Springdale Floodplain Management Program, is completely allowable.

All flood reduction regulations would be met, such as FFE of home sufficiently elevated above BFE and sufficient tiedowns implemented.

Lastly, according to the City of Springdale Floodplain Management Program (Floodplain Development Permit Application), a development can be constructed within a Regulatory Floodway with a No Rise Certificate. Please note, we intend to completely avoid the Regulatory Floodway and avoid the need for a No Rise Certificate.



We hope the above responses sufficiently answer all outstanding questions posed by the Planning Commission and allow the denial to be overturned. Please let me know if anything additional is required to complete the Appeal Process. We appreciate your help in getting this variance approved in order to provide 8 new affordable housing units in an area that is severely lacking affordable housing.

Thanks and please feel free to contact me at 985.773.4017 with any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Fontenot", with a stylized flourish extending to the right.

Matt Fontenot, PE

Project Manager

ATWELL, LLC

985.773.4017 Mobile

1800 Parkway Place | Suite 700 | Marietta, GA 30067

B25-09 Northern Hills MHC, LLC

1901 W. Shady Grove

Variance for Reduction of Front Setbacks on lots A29, C9, C15, C27, D18, D24, F3, & F9

Presented by Peter Schoppe

Mr. Schoppe: Good evening. My name is Pete Schoppe. I'm here for Northern Hills Manufactured Home LLC. Here requesting a variance to 212 which is the manufactured home park ordinance for 30-foot setbacks from the roadway center line to building. We're proposing eight new homes within our community. The purpose of the variance is requests to allow dimensional variations due to a regular community layout to allow the installation of eight affordable manufactured homes. With this, we are currently matching the existing configuration of the community with these requested dimensional variations. The community has existing homes where the distance from home to roadway is less than the current.

The 25, we currently, well, the 25-foot roadway widths are as required by code would still be met. The roads are not reduced. The roads are still 25 feet as required. And as everyone knows, Northwest Arkansas has severe affordable housing with this will allow us to build eight homes and we typically within the communities we run, we're able to fill those homes within 18 days of completion.

Mr. Cloud: Staff comments.

Mrs. Christie: I want to start with the one location on the south side is in the floodplain. So, you're not gonna be able to put a mobile home there.

Mr. Schoppe: I'm sorry, which one was that?

Mrs. Christie: The one at the very south end of the,

Mrs. Hollingshead: I think it's C18, C15 rather. That one is in the floodway, you can't build anything on that lot.

Mr. Schoppe: I will notate.

Mrs. Christie: Okay, and then the other lots that you have there, if... are you putting smaller manufactured homes on it or are they gonna be the standard size of all the rest of them?

Mr. Schoppe: They'll be smaller than the current footprint, current homes are in there. I believe these are gonna be 16 by 46s.

Mrs. Christie: Okay, and you guarantee they're not gonna be larger than that. Because what you're doing is creating a situation where you're taking up parking spaces which requires people to park in the street. The size of the street is what it was then, when you get everybody parking on the street, you're not gonna be able to get a fire truck down through there. And that gives a little bit of space as it is in those open areas to, you know, create a little extra parking, a little other

place to go when you start putting manufactured homes in there, we've lost that capability and there's not a lot of open space in this whole subdivision.

Mr. Schoppe: There will still be off-street parking for those homes.

Mrs. Christie: Two spaces.

Mr. Schoppe: Two spaces, yes.

Mrs. Christie: And they're not too close to the street.

Mr. Schoppe: Correct. They'll be off the street.

Mrs. Christie: Okay, Steve, you want to comment on this one?

Mr. Goss: Will it increase any on-street parking?

Mr. Schoppe: It will not.

Mrs. Christie: Okay, but we got on-street parking going on now. How are you gonna keep these from increasing on-street parking?

Mr. Schoppe: For the homes that we're putting in, they have off-street parking. They have dedicated spaces. Right now, you know, we enforced that the residents park within their, with the spots that are allowed.

Mrs. Christie: Okay, what about when they have visitors?

Mr. Schoppe: We do have visitor spots located up by the office.

Mrs. Christie: So, if I'm down there at the south end on one of those other streets and I have a visitor, they gotta park up by the office and walk?

Mr. Schoppe: I believe we have two other spots for off-street that are dedicated for non-residents as well for visitors.

Mrs. Christie: Well, I can tell you my opinion is, there's plenty of units in there already and these small little areas, I'm very concerned about what happens if we put mobile homes on there, and I didn't see anything on here that you were guaranteeing that you're gonna put a smaller sized manufactured home on those.

Mr. Cloud: Yeah, I drove through this part today and you got a lot of homes in there, and I counted 14 vehicles on the street at 3:00 in the afternoon. So, I doubt that's, well it could be anything, but my thought is, I agree, we do, you know, we need to look at affordable housing a lot of different ways, but after driving through the site today, it felt really full to me as is. So, personally I can't get comfortable adding more units even if they were smaller. Is there any public comment to this request? Please come up, state your name, address.

Mr. Wygal: Good afternoon. I'm Ken Wygal. I also work for RHP Properties. These plats, they've already had homes on them. We're not adding additional housing but just replacing homes that are not there currently. These have all had houses on them at one point.

Mrs. Christie: How long ago?

Mr. Wygal: That I can't tell you. I have not looked back into the history of it, but there's parking there dedicated for them as they were already on site.

Mrs. Christie: Ed, do you have a comment?

Mr. Stith: I've had to deal with this for many years now with trying to... This is a non-conforming manufactured home park. The Ordinance was adopted after it was created. So, we had many sites on this thing where we had trailer houses. I use an old map, and actually is the old survey from when it was purchased in, I want to say 2003. So, I use that survey where all the houses were at the time, those are existing nonconformities and we let those go. We also let them add trailer houses where they could meet the Ordinance for a manufactured home park. So, both of those things, why we can't fit houses on them now where they're used to be houses, is because they had deemed to put other houses that made them too close to the new house once they moved in it. So, you can look at the old photographs and you can see where there might have been a 50-foot trailer, now there's a 60 or a 70-foot trailer. And so, that intrudes into that space, and now they can't fit another trailer in there. So, they're trying to go through a smaller trailer. The only other thing I will say is that there's one of these that's 14 feet. 14 feet on a 25-foot road, you take half of that, that's a foot and a half from the road. When we fight a fire, there is a sidewalk, generally. There's the road, there's a sidewalk and there is some setback. If you don't have any setback whatsoever, the radiant heat from a trailer fire is too intense to park a truck on the street in order to fight the fire. So, now you have to either park up or down from it and work your way back to it. This has always been a problem with trailer parks in general by the way.

Mr. Wygal: Noted and just for clarity, we have seven of these eight lots that are projected to be 16 by 48-foot houses, which is smaller than what was there to begin with. So, we have some maneuverability to keep them further off the road. We'd have to do some site plans if everything was permitted to be able to give you an exact number off center of road if necessary. One of them was even scheduled to be a 16 by 40 just using near map as a guide to keep us to a point where we were able to determine that distance, and if you can see on there that the closest one was D18 being 14-foot from center of road, but there are homes in there now multiple homes as you guys have probably seen that well encroached even tighter than that. So, we don't want to be pushing that limit, we just want to try to be able to fill these homes and provide something for somebody to move into.

Mr. Stith: Yeah, the existing homes are existing nonconformities. I cannot legally tell you shouldn't have an existing home where there was an existing home, and we've always used the practice where there was a home before of that size, you'll put the exact same size back into that hole.

Mr. Wygal: Yeah. And utilities are already present. I mean even the gas has been redone very well.

Mr. Stith: Yeah, I know the peers are there, everything's there to put a home there. The problem was if you look at them, they'll come in and then there's a house that comes right in like that and now, there's, because they made a, put bigger house over there.

Mr. Wygal: Correct. Because of the layout we're going to be constricted and we realize that as well. And if there's a lot pertinent that just doesn't fit, we wouldn't then fund it for our own safety to a home that we couldn't fill. Right, if it doesn't make sense. So, I guess I just wanted to be clear on that. These are not new spaces. This is a pre-existing home space that just is going to get rebuilt on.

Mrs. Christie: Well, I think what it is saying is a nonconforming use to start with, we'll be making the nonconformity worse in some cases when we start putting homes back in some of these lots because of what's been done over the year. We don't normally make nonconforming uses any worse.

Mr. Cloud: Thank you for clarifying. I appreciate that input. Any other public comment commissioners? If there's no comment, this will be a call for the vote.

Mr. Couch: Call for the vote.

Mr. Cloud: Mr. Couch.

The variance request is voted on electronically.

VOTE:

YES: None.

NO: Couch, Hussein, Ogunyemi, Harlan, Austin, Keith, Cloud, Cardiel, Reynolds.

Mr. Cloud: That fails nine (9) to zero (0).

Mrs. Christie: You have the right to appeal the Planning Commission's decision to the City Council. You have to notify the City Clerk within 15 days that you're filing an appeal to state why you think the Planning Commission was in error and you have to notify the adjacent property owners again. Okay? And once it's filed with the Clerk, we'll tell you when it's going to be heard by City Council.

Mr. Schoppe: Thank you.

Mr. Wygal: Thank you.



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Application for Variance – Board of Adjustment

This document is to be submitted to the Springdale Planning & Community Development Division via planningapplications@springdalear.gov.

STAFF USE ONLY

Date Application Submitted: 01/14/2025

Date Accepted as Complete: _____ Project Number: B25-09

APPLICATION CONTACTS:

Indicate one person of contact for this request: ✓ Property Owner _____ Representative _____

Applicant (person making request) Name: <u>Matthew Fontenot, P.E</u> E-mail: <u>mfontenot@atwell-group.com</u> Address: <u>1800 Parkway Place, Suite 700 Marietta, GA 30067</u> Phone: <u>985-773-4017</u> Site/ Location: <u>1901 West Shady Grove Road H35 Springdale, AR 72764</u> Assessor's Parcel Number(s): <u>815-29536-000</u>	Property Owner (if other than Applicant): Name: <u>Rebecca Wygal</u> E-mail: <u>rwygal@rhp.com</u> Address: <u>1901 W Shady Grove Road 72764 Springdale, AR 72764</u> Phone: <u>248-639-8841</u> Current Zoning District: <u>MHP</u> Rezone required: <u>N/A</u> Total Acreage: <u>23.75 ACRES</u>
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Fee for Variance Application is \$75

Variance requested: (attach visual representation of request)

See final page of this document for a site map detailing all requested lot variances.

The road setback reduction variances are requested as follows: Lot A29 from 30' to 18', Lot C9 from 30' to 18', Lot C15 from 30' to 21', Lot C27 from 30' to 17', Lot D18 from 30' to 14', Lot D24 from 30' to 18', Lot F3 from 30' to 17', and Lot F9 from 30' to 19'. A 2' buffer has been incorporated to account for field variations in all building-to-road centerline setbacks.

Difficulty or hardship: (why strict application of the provision would prohibit or unreasonably restrict the use of the property)

The existing unique lot configurations have proven difficult to replace vacant lots with units that meet current setback requirements. Please note, without these requested variances, homes are unable to be placed on these lots.

Planning and Community Development Division

(479) 750.8550 phone | (479) 750.8539 fax | 201 Spring Street | Springdale, Arkansas 72764

Effect of variance: (how variance would alleviate a demonstrable hardship, as distinguished from a special privilege or convenience sought by the applicant)

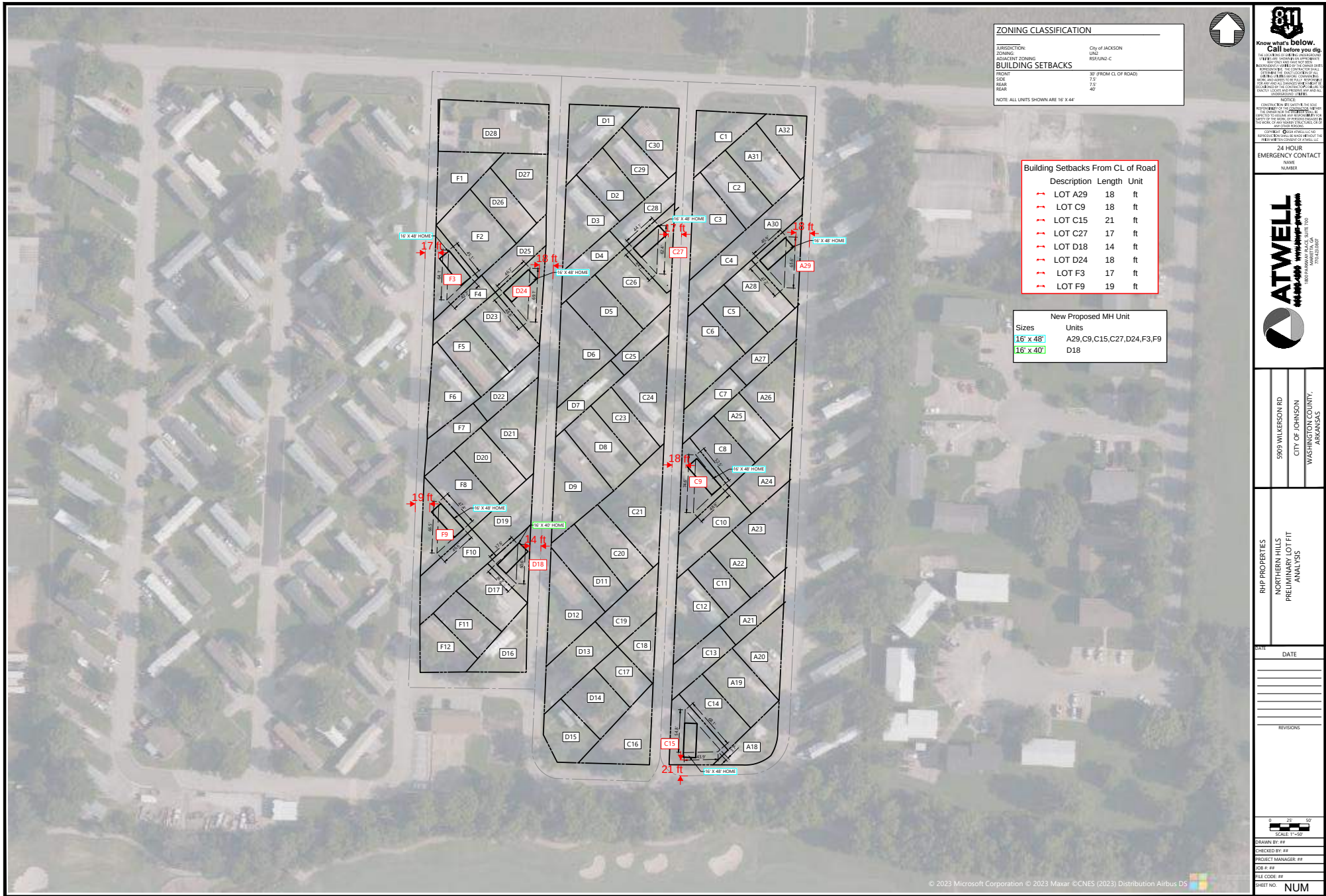
A reduction of the road centerline setbacks in Lot A29 from 30' to 18', Lot C9 from 30' to 18', Lot C15 from 30' to 21', Lot C27 from 30' to 17', Lot D18 from 30' to 14', Lot D24 from 30' to 18', Lot F3 from 30' to 17', and Lot F9 from 30' to 19'. These changes will allow for the installation of affordable manufactured housing units.

The **Applicant** understands that he/she is responsible to send a notice of the public hearing to owners of adjacent properties in accordance with the requirements set forth in the instruction given with this application and that an affidavit must be submitted with supporting documents no later than seven (7) calendar days prior to the meeting date. It is further understood that the cost of such notice(s) is borne by the Applicant.

The **Applicant** understands that he/she must be present at the meeting to present the variance request and to answer questions. If the **Applicant** is unable to attend, written authorization must be attached designating a representative and any decisions made by this individual shall be binding on the applicant.

APPLICANT SIGNATURE(S) Matthew Fontenot, P.E

DATE: 01.14.2025



24 HOUR EMERGENCY CONTACT
NAME
NUMBER



9909 WILKINSON RD
CITY OF JOHNSON
WASHINGTON COUNTY,
ARKANSAS

RHP PROPERTIES
NORTHERN HILLS
PRELIMINARY LOT FIT
ANALYSIS

DATE
DATE

REVISIONS

NOT RESSUED FOR CONSTRUCTION
SHEET NO. NUM

LIST OF ADJACENT PROPERTY OWNERS

815-29507-000
SCREEN DOOR VENTURES LLC
2602 S 38TH ST PMB 42 STE A TACOMA WA 98409-7303

815-29509-000
SHADY GROVE CEMETERY
No address provided on County GIS

815-21988-000
THOMPSON REAL ESTATE HOLDINGS,
1605 SHADY GROVE RD SPRINGDALE AR 72764

815-21989-000
1602 JUNIPER CIRCLE LLC
401 N 7TH FORT SMITH AR 72902

815-21990-000
1602 JUNIPER CIRCLE LLC
401 N 7TH FORT SMITH AR 72902

815-21991-002
GARDEN CENTER PROPERTIES LLC
13660 LOREN LN FAYETTEVILLE AR 72704

815-21991-001
GARDEN CENTER PROPERTIES LLC
13660 LOREN LN FAYETTEVILLE AR 72704

815-29541-002
SPRINGDALE COUNTRY CLUB
608 W LAKEVIEW DR SPRINGDALE AR 72764-2520

815-29537-000
RAZORBACK FARMS INC
2001 WEST SHADY GROVE RD SPRINGDALE AR 72764

**Notice of Public Hearing before the
Springdale City Council on a
VARIANCE APPEAL**

To All Owners of land lying adjacent to the property at:

Location: 1901 West Shady Grove Road Springdale, Arkansas 72764

Northern Hills Manufactured Housing Community

Owned by: Northern Hills MHC, LLC

NOTICE IS HEREBY GIVEN THAT an appeal has been filed to the Springdale City Council for the above property.

If approved, the variance will occur only upon the property described above.

It will not change anything pertaining to your property.

The purpose of this request is to:

The purpose of this variance appeal request is to allow for dimensional variations, due to irregular community layout, to allow the installation of 8 affordable housing manufactured housing units. The road setback reduction variances are requested as follows: Lot A29 from 30' to 18', Lot C9 from 30' to 18', Lot C15 from 30' to 21', Lot C27 from 30' to 17', Lot D18 from 30' to 14', Lot D24 from 30' to 18', Lot F3 from 30' to 17', and Lot F9 from 30' to 19'.

A public hearing on said Board of Adjustment appeal will be held by the Springdale City Council in the Council Chambers of the City Administration Building at 201 Spring Street, Springdale, AR 72764 on:

March 11 , 2025 at 6:00 p.m.

All parties interested in this matter may appear and be heard at said time and place or may notify the City Council of their views on this matter by letter or email. All persons interested in this request are invited to call or visit the City Administration Building to review and discuss the appeal.

Affidavit of Mailing

This document is to be submitted to the Springdale Planning & Community Development Division via iWorQ, planningapplications@springdalear.gov, or in person at 201 Spring Street, Springdale, AR.

Matthew Fontenot, PE

I hereby certify that I, (printed name) _____ acting as agent/owner, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copies of the notice, mailing receipts, return cards and any notices that were undeliverable.



Signature

03/03/25

Date

For delivery information, visit our website at www.usps.com.
Springdale, AR 72764
Certified Mail Fee \$4.85
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Springdale Country Club
Street and Apt. No., or PO Box No. 608 W. Lakeridge Dr.
City, State, ZIP+4® Springdale, AR 72764
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Garden Center Properties LLC
Street and Apt. No., or PO Box No. 13660 Loren Ln
City, State, ZIP+4® Fayetteville, AR 72704
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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Razor Back Farm Inc
Street and Apt. No., or PO Box No. 2001 West Shady Grove Rd
City, State, ZIP+4® Springdale, AR 72764
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Required \$0.00
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Postage \$0.73
Total Postage and Fees \$9.68
Sent To GARDEN Center Properties LLC
Street and Apt. No., or PO Box No. 13660 Loren Ln
City, State, ZIP+4® Fayetteville, AR 72704
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To 7402 Juniper Circle LLC
Street and Apt. No., or PO Box No. 401 N. 7th
City, State, ZIP+4® Fort Smith, AR 72902
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)
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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Screen Door Ventures LLC
Street and Apt. No., or PO Box No. 2602 S. 38th St. PMB 42 Ste A
City, State, ZIP+4® Tacoma, WA 98409
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☒ Return Receipt (hardcopy) \$4.10
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.73
Total Postage and Fees \$9.68
Sent To Thompson Real Estate Holdings
Street and Apt. No., or PO Box No. 1605 Shady Grove Road
City, State, ZIP+4® Springdale, AR 72764
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/25/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
March 11, 2025

0 825 1650
Feet



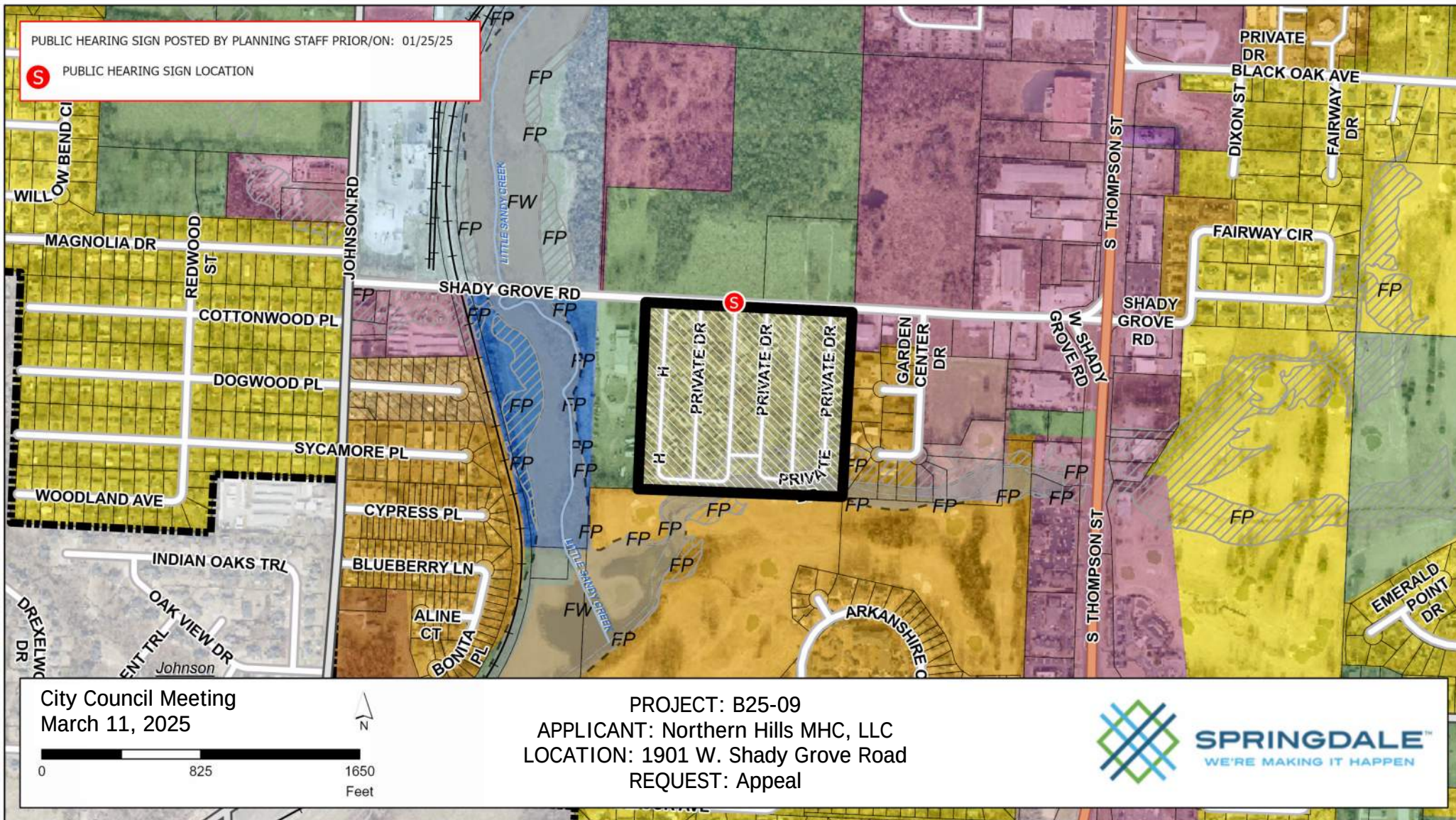
PROJECT: B25-09
APPLICANT: Northern Hills MHC, LLC
LOCATION: 1901 W. Shady Grove Road
REQUEST: Appeal



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/25/25



PUBLIC HEARING SIGN LOCATION



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW ICE CREAM MACHINE FOR THE SPRINGDALE SENIOR CENTER

WHEREAS, Buffalo Builders, LLC, is currently constructing a new Senior Center for the City of Springdale, Arkansas, and

WHEREAS, the Springdale Senior Center has received a monetary donation to be used to purchase an ice cream machine for the new facility, and

WHEREAS, the center received three (3) quotes from local vendors, and

WHEREAS, the center requesting to purchase a new ice cream machine from AIMCO Foodservice Equipment and Supplies, in an amount of \$13,151.34, to be paid for out of the monetary donation received by the Springdale Senior Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Council authorizes the Springdale Senior Center to purchase a new ice cream machine from AIMCO Foodservice Equipment and Supplies, in an amount of \$13,151.34, to be paid for out of the monetary donation received by the Springdale Senior Center.

PASSED AND APPROVED this 22nd day of April, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

To:
Springdale Senior Center
Lori Proud
lproud@springdalear.gov

Project:
Springdale Senior Center - Ice
Cream Machine

From:
AIMCO Equipment Co., LLC
Melissa Christy
10001 Col. Glenn Rd.
Little Rock, AR 72204
501-228-0808 (Contact)
melissa@aimcoequipment.com

Item	Qty	Description	Sell	Sell Total
OPT2	1 ea	SOFT SERVE MACHINE Spaceman USA Model No. 6236-C Soft-Serve Machine, countertop, air-cooled self-contained, (1) flavor, gravity fed, 12.7 qt. (12 liter) hopper including agitator & 3.4 qt. (3.2 liter) freezing cylinder, 40 qt. capacity/hour, smart digital control system, low mix alert, temp displays, fast freeze technology, auto programming, standby mode, defrost for cleaning, self closing valves with speed control, soft start motor, safety protections for low temperature/motor overload/high pressure, v2 beater and air system, reduced wearable parts, improved product quality and overrun control, 1 HP, cETLus, ETL, CE	\$10,547.00	\$10,547.00
	1 ea	AIR COOL Air-cooled, standard		
	1 ea	STARTUP Onsite start-up (lower 48 states). Requires (7) days advance notice: A technician will check installation and electrical requirements, perform a functionality test, and activate warranty. (Note: Training is not included in this service and available only in the contiguous United States. Excludes mobile kitchens and non-commercial applications. Some exclusions due to time and distance)	\$369.00	\$369.00
	1 ea	TRAINING Factory training (lower 48 states). A factory-certified agent will confirm proper installation, perform a functionality test, and train the operator to clean and operate the machine. Requires (21) days advance notice. If the product is available, the machine will be calibrated to dispense the product to the ideal consistency. (Note: Product installation is not included in this service and available only in the contiguous United States. Excludes mobile kitchens and non-commercial applications. Some exclusions due to time and distance)	\$885.00	\$885.00
	1 kt	SM-KIT-REFILL-SS-1F-L Six Month Maintenance Kit, for model 6236-C, includes storage bin with: (2) tune up kits, (1) scraper blade set, (6) lubrication, (100) packs sanitizer, (1) brush kit	\$182.00	\$182.00
			Merchandise	\$11,983.00
			Tax 9.75%	\$1,168.34
			Total	\$13,151.34



TAB CUSTOM SOLUTIONS, LLC

5320 EASTGATE RD
VAN BUREN, AR 72956

03/13/2025

Quotation

To: Springdale Senior Center
Lori Proud
lproud@springdalear.gov

From: TAB CUSTOM SOLUTIONS
5320 Eastgate Road
Van Buren, AR 72956-7006

Project: Springdale Sr. Ctr

Item	Qty	Description	Sell	Sell Total
1	1 ea	SOFT SERVE MACHINE Spaceman USA 6236-C	\$12,712.00	\$12,712.00
	1 ea	AIR COOL Air-cooled, standard		
	1 ea	STARTUP Onsite start-up (lower 48 states). Requires (7) days advance notice: A technician will check installation and electrical requirements, perform a functionality test, and activate warranty. (Note: Training is not included in this service and available only in the contiguous United States. Excludes mobile kitchens and non-commercial applications. Some exclusions due to time and distance)		
	1 ea	TRAINING Factory training (lower 48 states). A factory-certified agent will confirm proper installation, perform a functionality test, and train the operator to clean and operate the machine. Requires (21) days advance notice. If the product is available, the machine will be calibrated to dispense the product to the ideal consistency. (Note: Product installation is not included in this service and available only in the contiguous United States. Excludes mobile kitchens and non-commercial applications. Some exclusions due to time and distance)		
	1 kt	SM-KIT-REFILL-SS-1F-L Six Month Maintenance Kit, for model 6236-C, includes storage bin with: (2) tune up kits, (1) scraper blade set, (6) lubrication, (100) packs sanitizer, (1) brush kit		
			Merchandise	\$12,712.00
			Tax 9.75%	\$1,239.42
			Total	\$13,951.42



Quote

03/13/2025

**P.O. Box 1371
Ft. Smith, AR 72902**

**1115 So. "C" St.
Ft. Smith, AR 72901**

To:
Springdale Senior Center
Lori Proud
lproud@springdalear.gov

Project:
Springdale Sr. Center

From:
Job Concepts

Item	Qty	Description	Sell	Sell Total
1	1 ea	SOFT SERVE MACHINE Spaceman USA Model No. 6236-C Soft-Serve Machine, countertop, air-cooled self-contained, (1) flavor, gravity fed, 12.7 qt. (12 liter) hopper including agitator & 3.4 qt. (3.2 liter) freezing cylinder, 40 qt. capacity/hour, smart digital control system, low mix alert, temp displays, fast freeze technology, auto programming, standby mode, defrost for cleaning, self closing valves with speed control, soft start motor, safety protections for low temperature/motor overload/high pressure, v2 beater and air system, reduced wearable parts, improved product quality and overrun control, 1 HP, cETLus, ETL, CE	\$12,504.00	\$12,504.00
	1 ea	AIR COOL Air-cooled, standard		
	1 ea	STARTUP Onsite start-up (lower 48 states). Requires (7) days advance notice: A technician will check installation and electrical requirements, perform a functionality test, and activate warranty. (Note: Training is not included in this service and available only in the contiguous United States. Excludes mobile kitchens and non-commercial applications. Some exclusions due to time and distance)		
	1 ea	TRAINING Factory training (lower 48 states). A factory-certified agent will confirm proper installation, perform a functionality test, and train the operator to clean and operate the machine. Requires (21) days advance notice. If the product is available, the machine will be calibrated to dispense the product to the ideal consistency. (Note: Product installation is not included in this service and available only in the contiguous United States. Excludes mobile kitchens and non-commercial applications. Some exclusions due to time and distance)		
	1 kt	SM-KIT-REFILL-SS-1F-L Six Month Maintenance Kit, for model 6236-C, includes storage bin with: (2) tune up kits, (1) scraper blade set, (6) lubrication, (100) packs sanitizer, (1) brush kit		
			Merchandise	\$12,504.00
			Tax 9.75%	\$1,219.14
			Total	\$13,723.14



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DEPARTMENT FUNDING REQUEST

Department: Springdale Senior Center		Date: 4/1/2025
Point of Contact: Lori Proud	Amount Requested: \$ 13151.34	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request: Ice cream machine purchase. A donation was made by Harp's that will cover all the cost.		
Funding Source: (General Fund, Special Fund, etc.) Donations by Harps Food will cover all cost		
IS IT BUDGETED?		
YES ☐	NO ☒	
\$0 - \$42,920.00 No Council Approval Needed	☐ \$0 - \$4,999	
Request to Waive Bidding? ☐ BUY BOARD ☐ SOLE SOURCE	☒ \$5,000 - \$42,920.00 Requires 3 Quotes	
Signature: Lori Proud <i>Lori Proud</i>	☐ \$42,921.00 + Requires Bid	
Please attach supplemental information	Request to waive bidding? ☐ Buy Board ☐ Sole Source	

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID TRANSPORTATION ALTERNATIVES
PROGRAM OR RECREATIONAL TRAILS PROGRAM
FUNDS**

WHEREAS, The City of Springdale understands Federal-aid Transportation Alternatives Program or Recreational Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve the Pride of Springdale Trail: S. 48th St. to Gene George Blvd. project, and

WHEREAS, The City of Springdale understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT:

SECTION 1: The City of Springdale will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 2: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 3: The City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

PASSED AND APPROVED this ____ day of April, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



MEMO

To: Mayor Doug Sprouse, City Council

From: Tristan Hill

Date: 04/09/25

RE: ArDOT TAP & RTP Federal-Aid Funding Application Resolutions

The two Federal-Aid funding resolutions accompanying this memo are written using the standard template provided by ArDOT as outlined for project applications under the state's Transportation Alternatives Program (TAP) and Recreational Trails Program (RTP).

The TAP program is intended to fund transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.

The RTP program is intended to fund projects that construct and maintain motorized and non-motorized recreational trails and trail support facilities.

The Pride of Springdale Trail: S. 48th St. to Gene George Blvd. project includes the anticipated installation of a 12' wide buffered two-way cycletrack on Har-Ber Ave. between Gene George Blvd. and S. 48th St. along with reconfiguration of the sidewalk connections at each end to facilitate bicycle connection between the Gene George Boulevard side path and the soon-to-be-completed Emma Ave./Har-Ber Ave. overpass. The grant application is anticipated to total the maximum allowable amount for the program of \$625,000, of which \$125,000 would be the City's 20% share and \$500,000 would be reimbursed by the program.

The Thunderchicken Trail Rehabilitation project includes major overhaul and reconstruction of the mountain bike trail treads at Thunderchicken Park, along with reconstruction of wooden trail features, rock replacement, installation of culverts and placement of topsoil, seed and straw. Based on a cost estimate produced by Trailblazers, the grant application is anticipated to total \$146,000, of which the City's 20% share would be \$29,200 and \$116,800 would be reimbursed by the program.

If the grant applications are successful, we anticipate the matching funds would be paid for out of the Street Fund.

TAP and RTP program applications are highly competitive among the state and, as such, projects may be selected for partial funding by ArDOT, in which case the local share may need to be increased in order to



see the project through to significant completion. The attached resolutions are required to support the general application for the Federal-aid funding programs and do not guarantee Federal-aid funding or construction of the proposed projects. Funding awards are determined by the TAP Advisory Committee (TAPAC) and the Arkansas Recreational Trails Program Advisory Committee (ARTAC) respectively. Contingent on Federal-aid awards, supplemental resolutions would be presented for specific contracts required to complete the projects as outlined.

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID TRANSPORTATION ALTERNATIVES
PROGRAM OR RECREATIONAL TRAILS PROGRAM
FUNDS**

WHEREAS, The City of Springdale understands Federal-aid Transportation Alternatives Program or Recreational Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve the Thunderchicken Trail Rehabilitation project, and

WHEREAS, The City of Springdale understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT:

SECTION 1: The City of Springdale will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 2: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 3: The City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

PASSED AND APPROVED this ____ day of April, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



MEMO

To: Mayor Doug Sprouse, City Council

From: Tristan Hill

Date: 04/09/25

RE: ArDOT TAP & RTP Federal-Aid Funding Application Resolutions

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see the project through to significant completion. The attached resolutions are required to support the general application for the Federal-aid funding programs and do not guarantee Federal-aid funding or construction of the proposed projects. Funding awards are determined by the TAP Advisory Committee (TAPAC) and the Arkansas Recreational Trails Program Advisory Committee (ARTAC) respectively. Contingent on Federal-aid awards, supplemental resolutions would be presented for specific contracts required to complete the projects as outlined.

RESOLUTION NO.

**A RESOLUTION AUTHORIZING PAYMENT OF
AN INVOICE
(2023 BOND PROJECT NO. 23BSC1)**

WHEREAS, the City of Springdale contracted with Buffalo Builders, LLC, for the construction of the Springdale Senior Center, and

WHEREAS, the City has received an invoice for \$1,412,981.86 from Buffalo Builders, LLC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay Buffalo Builders, LLC., \$1,412,981.86 with funds from the 2023 Bond Program.

PASSED AND APPROVED this 22nd day of April, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

The City Council of the City of Springdale met in regular session on Tuesday, April 8, 2025 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3, Position 1
Amelia Taldo	Ward 4, Position 1
Jeff Watson	Ward 3, Position 2
Mike Overton	Ward 2, Position 1
Mike Lawson	Ward 1, Position 1
Aaron Huntley	Ward 2, Position 2 (absent)
Randall Harriman	Ward 1, Position 2
Mark Fougrousse	Ward 4, Position 2
Ernest Cate	City Attorney
Sabra Jeffus	City Clerk/Treasurer (Absent)

Department heads present:

Mike Chamlee	Buildings Director
Colby Fulfer	Chief of Staff
Derek Wright	Police Chief
Jim Vaughan	Assistant Fire Chief
Anna McKinney	Executive Operations Manager
Ryan Carr	Deputy Director of Engineering
Sharon Tromburg	Director of Planning
John Oliver	Neighborhood Services
Angie Albright	Director of the Shiloh Museum
Anne Gresham	Springdale Library Director

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the March 25, 2025 City Council meeting be approved as presented. Council Member Taldo made the second.

There was a voice vote of all ayes and no nays.

PUBLIC HEARING

City Attorney Ernest Cate announced that Item #11 is a petition to vacate a portion of Success Avenue. Before the City Council can take action on the Ordinance, the state statute requires that a public hearing be held. The City Clerk has published a notice of the Public Hearing, as required by the statute.

No one came forth with discussion.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Overton made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Taldo made the second.

After the vote was taken, the motion carried 7-0

PLANNING DEPARTMENT

ORDINANCE NO. 6071 – AMENDING ORDINANCE NO. 6065 (“AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-11) CERTAIN LANDS LOCATED AT 3446 WAGON WHEEL ROAD FROM AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS”) TO ADD AN EMERGENCY CLAUSE.

Planning Director Sharon Tromburg presented the Ordinance. Planning Commission passed by a vote of 9-0 and the Ordinance passed at the March 25 City Council Meeting. The owner is seeking an Emergency Clause

After reading the title of the Ordinance, Council Member Overton moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Taldo made the second.

After the vote was taken, motion carried 7-0.

Council Member Harriman moved the Emergency Clause be adopted. Council Member Powell made the second.

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6071.

ORDINANCE NO. 6072 – AMENDING ORDINANCE NO. 6069 (“AN ORDINANCE ACCEPTING THE REPLAT (RP25-02) OF LOTS 7 & 8 BUTTERFIELD COACH RETAIL PARK TO THE CITY OF SPRINGDALE, ARKANSAS”) TO ADD AN EMERGENCY CLAUSE.

Sharon Tromburg presented the Ordinance. The Ordinance was approved at the City Council meeting held on March 25. The owner is seeking an Emergency Clause.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass”. Council Member Overton made the second.

After the vote was taken, motion carried 7-0.

Council Member Harriman moved the Emergency Clause be adopted. Council Member Overton made the second.

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6072.

FINANCE COMMITTEE

RESOLUTION NO. 53 – 25: AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM EL CENTRO CRISTIANO HISPANO FOR THE GENE GEORGE BLVD. EXTENSION PROJECT (ELM SPRINGS RD. TO COUNTY LINE RD.), PROJECT NO. 23BPS4.

The Resolution was read and presented by Jeff Watson. The Finance Committee forwarded the request with recommendation for approval.

RESOLUTION NO. 53-25

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM EL CENTRO CRISTIANO HISPANO FOR THE GENE GEORGE BLVD.

**EXTENSION PROJECT (ELM SPRINGS RD. TO COUNTY
LINE RD.), PROJECT NO. 23BPS4.**

WHEREAS, the City of Springdale is in need of acquiring easements across lands for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 39), said lands being owned by El Centro Cristiano Hispano, also known as Washington County Tax Parcel No. 815-29790-055, located at 1751 N. 56th Street, Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the easements across the Property, as determined by an appraisal, is \$171,200.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$183,640.00; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$12,440.00 to acquire the easements across the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the easements across the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the easements needed across the aforementioned parcel of land for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 39), said lands being owned by El Centro Cristiano Hispano, for the total sum of \$183,640.00 to be paid from the 2023 Street Bond.

Council Member Overton moved the Resolution be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

The Resolution was numbered 53-25.

RESOLUTION NO. 54 – 25: SETTING A HEARING DATE ON A PETITION TO ABANDON A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

City Attorney Ernest Cate read and presented the Resolution

RESOLUTION NO. 54-25

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO ABANDON A UTILITY EASEMENT IN THE
CITY OF SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS.**

WHEREAS, New Emma Holdings, LLC, has petitioned for the abandonment of a utility easement on Parcel No. 815-38297-000, said easement having been filed for record in Plat Book 23A at Page 271 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easement to be vacated being more particularly described as follows, and as shown on the attached Exhibit “A”:

UTILITY EASEMENT VACATION DESCRIPTION:

A 20' WIDE UTILITY EASEMENT DEDICATED ON LOT 41 OF WILKINS #6 SUBDIVISION AS SHOWN ON THE FINAL PLAT THEREOF FILED IN BOOK 23A AT PAGE 271, SAID EASEMENT LOCATED IN A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34,

TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°15'37"E 273.34' AND N02°20'24"E 398.16' FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34 AND RUNNING THENCE N83°34'02"W 413.57' THENCE N73°11'59"E 50.70' THENCE S93°34'02"E 365.55', THENCE S02°20'24"W 20.05' TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES, MORE OR LESS.

And as shown on the attached Exhibit "A".

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the aforementioned utility easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that May 13, 2025, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

Council Member Overton moved the Resolution be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

The Resolution was numbered 54-25.

ORDINANCE NO. 6073 - VACATING A PORTION OF A DEDICATED PUBLIC STREET KNOWN AS SUCCESS AVENUE, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq. DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Ernest Cate read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance "Do Pass". Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6073.

ORDINANCE NO. 6074 – AMENDING ORDINANCE NO. 6070 (AMENDING ORDINANCE NO. 6037 “APPROVING THE PRIVATE CLUB PERMIT FOR RAISE THE BAR FOUNDATION AND ALLOWING FOR THE APPLICATION OF THE REQUIRED PERMITS FROM THE ARKANSAS ALCOHOLIC BEVERAGE CONTROL DIVISION PER ARKANSAS CODE ANNOTATED §3-9-222 AS AMENDED AND FOR OTHER PURPOSES; AND DECLARING AN EMERGENCY”) TO ADD AN EMERGENCY CLAUSE.

Ernest Cate presented the Ordinance. The Ordinance passed at the March 25 City Council Meeting. The owner is seeking an Emergency Clause

After reading the title of the Ordinance, Council Member Powell moved the Ordinance "Do Pass" with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

Council Member Lawson moved the Emergency Clause be adopted. Council Member Harriman made the second.

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6074.

ADJOURNMENT

Mayor Sprouse made the motion to adjourn. Council Member Overton made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:10 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer