



City of Farmington  
354 W. Main Street  
P.O. Box 150  
Farmington, AR 72730  
479-267-3865  
479-267-3805 (fax)

***PLANNING COMMISSION AGENDA***  
***October 27, 2014***

**A meeting of the Farmington Planning Commission will be held on  
Monday, October 27, 2014 at 6:00 p.m. at City Hall  
354 W. Main Street, Farmington, Arkansas.**

1. Roll Call

2. Approval of the minutes – September 22, 2014

3. Comments from Citizens – the Planning Commission will hear brief comments at this time from citizens. No action will be taken. All comments will be taken under advisement.

**4. PUBLIC HEARINGS**

- A. **Rezoning request** – Gary Stearman- request rezoning from RE-1 to C-1  
**Property owned by:** Gary Stearman  
**Property Location:** 12461 Bethel Blacktop  
**Presented by:** Gary Stearman

**5. NEW BUSINESS**

- A. **Variance Request:** Holland Crossing Duplexes – side set back and lot width  
**Property owned by:** Rausch Coleman Development Group  
**Property Location:** 4735 S. Alberta St.  
**Presented by:** Crafton Tull

**PLANNING COMMISSION AGENDA  
SEPTEMBER 22, 2014**

**1. ROLL CALL:**

**PRESENT:**

**SEAN SCHADER  
MATTHEW HUTCHERSON  
TONI BAHN  
ROBERT MANN  
GERRY HARRIS  
JUDY HORNE  
BOBBY WILSON**

**ABSENT:**

**JOSH CLARY**

**2. Approval of minutes of August 25, 2014 was unanimous.**

**3. Comments from Citizens – NONE.**

**4. PUBLIC HEARING:**

**A. Renewal of Conditional Use on Appeal Request-renewal  
of 62 Hwy, Gun and Pawn.**

**Property owned by: Wallace Andrade (leased by Lee  
D.Dancer)**

**Property Location: 233 E. Main Ste. 18**

**Presented by: Lee Dancer**

**Lee Dancer was here to speak. City has no comments.**

**Planning Commission has no questions or comments.**

**No Public comments.**

**Renewal of Conditional use on Appeal Request granted.**

**Motion to adjourn: Toni Bahn, 2<sup>nd</sup> by Sean Schader.**

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**Toni Bahn, Secretary  
Farmington Planning Commission**

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**Robert Mann, Chairman  
Farmington Planning Commission**

# Agenda Item 4. Public Hearings

## A. Rezoning Request

# City of Farmington Application for Rezoning

Please fill out this form completely, supply all necessary information to support your request. Your application will not be placed on the agenda for Planning Commission until all information is furnished.

Applicant: GARY STEARMAN Day Phone: 479-267-5544

Address: 12382 W. Hwy 62 Fax: 479-267-5342

Representative: ~~MIKE PETRIE~~ Day Phone: ~~479-409-8495~~ 267-5544  
Heather Ashley

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Property Owner: GARY STEARMAN Day Phone: 479-267-5544

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Indicate where correspondence should be sent (circle one): Applicant – Representative -- Owner

Describe Proposed Property In Detail (Attach additional pages if necessary)

### Property Description

Site Address -- 12461 Bethel Block Top Wc 62

Current Zoning -- RE-10-2 Proposed Zoning -- C-1

Attach legal description and site plan (a scaled drawing of the property to be rezoned showing accurate lot lines, surrounding zoning, adjacent owners and a north arrow is required.)

Type of zoning requested and reason for request:

Commercial zoning for metal building on existing property for future leasing of tenants.

Responsibilities of the Applicant:

1. The applicant shall be responsible for providing the name and address of all adjacent property owners. The notice to all adjacent property owners must be sent by certified mail, return receipt requested at least ten (10) days prior to the Planning Commission meeting. Evidence in the form of a signed Affidavit (see attached), that notice has been given to all adjacent property owners by certified mail, return receipt requested, will be submitted. Notification should be sent after the City of Farmington has accepted the application and the date of the public hearing has been confirmed. The required Affidavit and supporting exhibits (mailing receipts, list of property owners of record and copy

- of notice) shall be filed with the City of Farmington no later than seven (7) days prior to the meeting date. A sample notice is attached.
2. Pay a \$25.00 application fee
  3. Provide a copy of the deed of the property.
  4. Written authorization from the property owner if someone other than the owner will be representing the request.
  5. Publish the following notice of public hearing in a newspaper serving the City (*Northwest Times, the Morning News, Arkansas Democrat-Gazette or The Farmington Post*). **THE NOTICE MUST APPEAR IN THE PAPER A MINIMUM OF 15 DAYS BEFORE THE PUBLIC HEARING DATE.**

**NOTICE OF PUBLIC HEARING**

A petition to rezone the property as described below has been filed with the City of Farmington on the 23<sup>rd</sup> day of SEPTEMBER, 2014.

PLACE LEGAL DESCRIPTION OF PROPERTY HERE

12461 BETHAL BLACKTOP WCGZ, FARMINGTON, AR 72730

A public hearing to consider this request to rezone the above described property from R-2 to C-2 will be held on the 27 day of October, 2014, at 6:00 p.m. at Farmington City Hall, 354 West Main, Farmington, Arkansas. All interested persons are invited to attend.


A copy of the proof of publication from the newspaper must be provided to the City 10 days before the meeting.

The City will post a sign on the property at a location visible to the public, notifying the public of the intent to rezone the property.

*Applicant/Representative: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incomplete, incorrect or false information is grounds for invalidation of the application. I understand that the City of Farmington may not approve my application or may set conditions on approval.*

 Date 9-17-14  
Applicant Signature

*Property Owner/Authorized Agent: I certify under penalty of perjury that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating that the agent is authorized to act on his behalf.)*

 Date Sept 18  
Owner/Agent Signature

# RECEIPT

DATE 9-22-14 No. 795724

RECEIVED FROM Franklin's for the \$ 25.00

Country Club \_\_\_\_\_ DOLLARS

Perzola Regard

FOR RENT  
 FOR \_\_\_\_\_

ACCOUNT				FROM	TO
PAYMENT					
BAL. DUE					

CASH  
 CHECK  
 MONEY ORDER

BY F. Callan

1182

## AFFIDAVIT

I hereby certify that I Gary Stearman  
Print 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: copy of the notice, mailing receipts, list of property owners of record, return cards, and any notices that were undeliverable.

Signature: Gary Stearman Date: Sept 18-14

**NOTICE OF PUBLIC HEARING BEFORE  
THE FARMINGTON PLANNING COMMISSION  
ON AN APPLICATION TO REZONE PROPERTY**

To All Owners of land lying adjacent to the property at:

12461 BETHAL BLACKTOP WC 6Z, FARMINGTON  
Location

GARY STEARMAN  
Owned by

NOTICE IS HEREBY GIVEN THAT an application has been filed for REZONING of the above property from B-1 to C-2.

A public hearing on said application will be held by the Farmington Planning Commission at Farmington City Hall, 354 W. Main St. on OCTOBER 27<sup>th</sup> 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 Planning Commission of their views on this matter by letter. All persons interested in this request are invited to call or visit the City Business Manager at City Hall, 354 W. Main, 479-267-3865.



## AGENT AUTHORIZATION

I (We), Gary Steerman, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s), \_\_\_\_\_, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City of Farmington considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Gary Steerman  
Property Owner – Signature

Gary Steerman  
Property Owner - Print

\_\_\_\_\_  
Property Owner – Signature

\_\_\_\_\_  
Property Owner - Print

# WARRANTY DEED

## With Relinquishment of Dower and Curtesy

FILED FOR RECORD  
 '00 AUG 14 PM 2 52  
 WASHINGTON CO AR  
 K. HARNES

KNOW ALL MEN BY THESE PRESENTS:

That Robert D. Sievert and Jan H. Sievert, husband and wife, hereinafter called GRANTOR s, for and in consideration of the sum of One (\$1.00) and other good and valuable consideration DOLLARS paid by Gary Stearman the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Gary Stearman

hereinafter called GRANTEE \_\_\_\_\_, and unto his heirs and assigns forever, the following lands lying in Washington County, Arkansas, to wit:

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 33, Township 16 North, Range 31 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows, t-wit: Beginning at a point S89°27'25"W 264 feet from the Northeast corner of said Northeast Quarter (NE1/4) of the Northeast Quarter, said point being in County Road #62; thence leaving said County Road S0°36'55"E 612.48 feet; thence S 89°27'25"W 141.57 feet; thence N0°36'55"W 612.48 feet to a point in County Road #62; thence with said County Road N89°27'25"E 141.57 feet to the point of beginning and containing 1.99 acres, more or less, and subject to that portion that lies in County Road #62 on the North side.

LESS AND EXCEPT beginning at the Northeast corner of above described 1.99 acre tract and running thence S00°53'15"W 162.48 feet; thence S88°10'26"W along an existing fence 101.68 feet; thence N00°53'15"E 166.90 feet to the North line of said 40 acre tract, said point being in County Road 62; thence S89°20'13"E 101.57 feet to the point of beginning of said exception, said exception containing 0.38 acres, more or less.

ARKANSAS DOCUMENTARY  
 \$2.20  
 0724890

ARKANSAS DOCUMENTARY  
 \$1.10  
 0791773

ARKANSAS DOCUMENTARY  
 \$49.50  
 0138223

ARKANSAS DOCUMENTARY  
 \$2.00  
 360048

ARKANSAS DOCUMENTARY  
 \$22.00  
 360047

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

ARKANSAS DOCUMENTARY  
 \$7.70  
 0301416

ARKANSAS DOCUMENTARY  
 \$6.60  
 0305395

ARKANSAS DOCUMENTARY  
 \$4.40  
 535347

Grantor Gary Stearman  
 Address 12382 W Hwy 62  
Farmington, AR 72730

To have and to hold the same unto the said GRANTEE \_\_\_\_\_, and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said GRANTEE \_\_\_\_\_ that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, Robert D. Sievert, husband and Jan H. Sievert wife, for and in consideration of the sum of money, do hereby release and relinquish unto the said GRANTEE s all our rights of curtesy, dower and homestead in and to the said lands.

Witness my hand and seal as such Grantors this 10<sup>th</sup> day of August, 2000

Robert D. Sievert

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

FARRINGTON AR 72730 **MAIL USE**

Postage	\$	\$0.49	0230
Certified Fee		\$3.30	02
Return Receipt Fee (Endorsement Required)		\$0.00	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$3.79	09/17/2014

Sent To

12331 Three Elms  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

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Return Receipt Fee (Endorsement Required)		\$0.00	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$3.79	09/17/2014

Sent To

12443 Bethel Blacktop  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

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Return Receipt Fee			

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Total Postage & Fees	\$	\$3.79	09/17/2014

Sent To

12317 Three Elms  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

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FARRINGTON AR 72730 **MAIL USE**

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Certified Fee		\$3.30	02
Return Receipt Fee (Endorsement Required)		\$0.00	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$3.79	09/17/2014

Sent To

12369 Three Elms  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

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CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

FARRINGTON AR 72730 **MAIL USE**

Postage	\$	\$0.49	0230
Certified Fee		\$3.30	02
Return Receipt Fee			

7014 0510 0000 6308 9671

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

FARMINGTON, AR 72730

**OFFICIAL USE**

Postage	\$ 0.49	0230 02 Postmark Here
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.79	

09/17/2014

Sent To  
 12386 W. Hwy. 62  
 Street, Apt. No.;  
 or PO Box No.  
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 6308 9664

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

FARMINGTON, AR 72730

**OFFICIAL USE**

Postage	\$ 0.49	0230 02 Postmark Here
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.79	

09/17/2014

Sent To  
 12336 W. Hwy. 62  
 Street, Apt. No.;  
 or PO Box No.  
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 6308 9698

**U.S. Postal Service™**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

FARMINGTON, AR 72730

**OFFICIAL USE**

Postage	\$ 0.49	0230 02 Postmark Here
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.79	

09/17/2014

Sent To  
 12396 W. Hwy. 62  
 Street, Apt. No.;  
 or PO Box No.  
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 6308 9666

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

FARMINGTON, AR 72730

**OFFICIAL USE**

Postage	\$ 0.49	0230 02 Postmark Here
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.79	

09/17/2014

Sent To  
 12398 Bethel Blacktop  
 Street, Apt. No.;  
 or PO Box No.  
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions



Three Elms Rd.  
~~BEEB~~

This is our back  
driveway.



**NOTICE OF PUBLIC HEARING BEFORE THE FARMINGTON PLANNING  
COMMISSION ON AN APPLICATION TO RE-ZONE PROPERTY**

**To All Owners** of land lying adjacent to the property at 12461 Bethel Blacktop, WC 62, Farmington Owned by Gary Stearman.

**NOTICE IS HEREBY GIVEN THAT** an application has been filed for RE-ZONING of the above property from R-1 to C-2. A public hearing on said application will be held by the Farmington Planning Commission at Farmington City Hall, 354 W. Main St. On October 27<sup>th</sup> 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 Planning Commission of their views on this matter by letter. All persons interested in this request are invited to call or visit the City Business Manager at City Hall, 354 W. Main, 479-267-3865.



## Melissa McCarville

---

**From:** Mary Beeks <mbeeks@pgtc.com>  
**Sent:** Tuesday, October 21, 2014 10:26 AM  
**To:** melissamccarville@cityoffarmington-ar.gov  
**Subject:** Affidavit of Publication  
**Attachments:** 20141021102629778.pdf

Good Morning Melissa,

Please see the attached affidavit of publication, coincidentally, Gary came back in just after we hung up the phone and he will be **representing at the meeting. Gary Stearman Sr.**

Don't hesitate to let me know if you need anything else. Have a great day!

Best Regards,  
Heather Ashley  
Office Manager  
Franklin & Son, Inc.  
479-267-5544

# AFFIDAVIT OF PUBLICATION

I, Karen Caler, do solemnly swear that I am the Legal Clerk for the Northwest Arkansas Newspapers, LLC, and do solemnly swear that the attached advertisement was published in the following weekly paper(s):

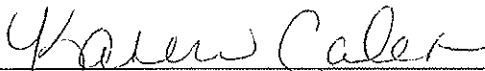
- McDonald County Press
- Washington County Enterprise Leader
- Bella Vista Weekly Vista
- The Times of NE Benton County (Pea Ridge)
- Siloam Springs Herald Leader
- La Prensa
- Westside Eagle Observer

of general and bona fide circulation in  
(WASHINGTON COUNTY, ARKANSAS)

GARY STEARMAN  
PH/Rezone


Date of Publication  
October 1, 2014

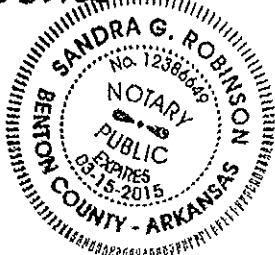
Charges: \$35.25

  
Karen Caler

Sworn to and subscribed before me

This 2<sup>nd</sup> day of October, 2014.

  
Notary Public  
My Commission Expires:  
3/15/15



NOTICE OF PUBLIC HEARING BEFORE THE FARMINGTON PLANNING COMMISSION ON AN APPLICATION TO RE-ZONE PROPERTY To All Owners of land lying adjacent to the property at 12461 Bethel Blacktop, WC 62, Farmington, Owned by Gary Stearman. NOTICE IS HEREBY GIVEN THAT an application has been filed for REZONING of the above property from R-1 to C-2. A public hearing on said application will be held by the Farmington Planning Commission at Farmington City Hall, 354 W. Main St. On October 27th 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 Planning Commission of their views on this matter by letter. All persons interested in this request are invited to call or visit the City Business Manager at City Hall, 354 W. Main, 479-267-3865.  
72818215 Oct. 1, 2014

\*\*NOTE\*\* Please do not pay from Affidavit. Invoice will be sent.



# Agenda Item 5. New Business

## A. Variance Request

# City of Farmington Application for Variance



Please fill out this form completely, supply all necessary information to support your request. Your application will not be placed on the agenda for Planning Commission/Board of Adjustment until all information is furnished.

Applicant: Rausch Coleman Homes Day Phone: 479-455-9090  
Address: 3420 N. Plainview Ave, Ste 102 Fax: 479-455-2041  
Representative: Crafton Tull Day Phone: 479-878-2463  
Address: 901 N. 47th Street, Suite 200 Fax: 479-631-6224  
Property Owner: Rausch Coleman Homes Day Phone: 479-455-9090  
Address: 3420 N. Plainview Ave, Ste 201 Fayetteville, AR 72703 Fax: 479-455-2041

Indicate where correspondence should be sent (circle one): Applicant — Representative -- Owner

Describe Proposed Property In Detail (Attach additional pages if necessary)

### Property Description

Site Address - 4735 S. Alberta Street  
Current Zoning -- MF-1

Attach legal description and site plan (a scaled drawing of the property showing accurate lot lines, surrounding zoning, adjacent owners and a north arrow is required.) Attach photos if they are helpful in describing your request.

### Type of variance requested and reason for request:

We are requesting to reduce the side building setback for each property line dividing a structure to zero. Also we are requesting the reduction of the total lot frontage for each parcel to be reduced from 75' to 38'.

### Responsibilities of the Applicant:

1. Complete application and pay a \$25.00 application fee.
2. Provide a copy of the deed for the property. If the property is rented, provide written permission from the owner that the variance is allowable.
3. Written authorization from the property owner if someone other than the owners will be representing the request.
4. Publish the following notice in a newspaper of general circulation in the City no later than 7 days prior to the meeting, A copy of the proof of publication from the newspaper must be provided to the City 3 days before the meeting:

**NOTICE OF PUBLIC MEETING**

A petition for a variance at the property described below has been filed with the City of Farmington on the 22 day of September, 2014.

**PLACE LEGAL DESCRIPTION HERE AND DESCRIPTION OF THE VARIANCE HERE**

A public meeting to consider this request for variance at the above described property will be held on 27 day of October, 2014, at 6:00 p.m. at Farmington City Hall, 354 West Main, Farmington, Arkansas. All interested persons are invited to attend.

*Applicant/Representative: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incomplete, incorrect or false information is grounds for invalidation of the application. I understand that the City of Farmington may not approve my application or may set conditions on approval.*

 Date 09/19/14  
Applicant Signature

*Property Owner/Authorized Agent: I certify under penalty of perjury that I am the owner of the property that is the subject of this application and that I have read this application and consent to its filing. (If signed by the authorized agent, a letter from the property owner must be provided indicating the agent is authorized to act on their behalf.)*

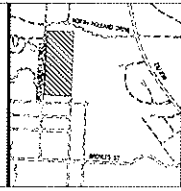
  
MGR Date 9-18-14  
Owner/Agent Signature

# RECEIPT

DATE	9-22-14	NO.	795725
RECEIVED FROM	SEARCH ENGINE AD.		\$ 25.00
FOR	FOR RENT		
ACCOUNT			
PAYMENT			
BAL. DUE			
<input type="checkbox"/> CASH	FROM	TO	
<input checked="" type="checkbox"/> CHECK			
<input type="checkbox"/> MONEY ORDER	BY		

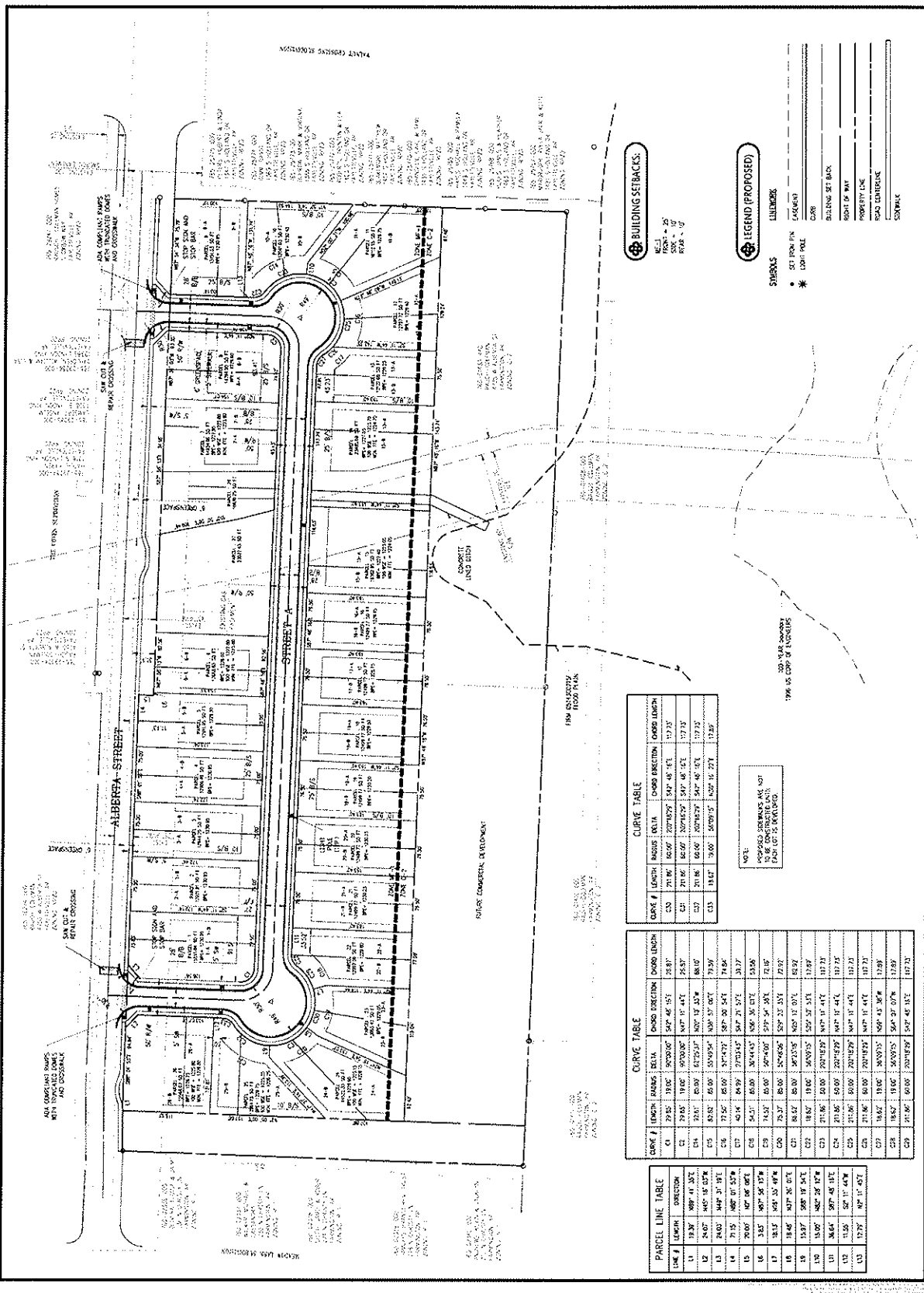


**HOLLAND CROSSING DUPLEXES**  
FARGO, ND



DATE:	11/17/2014
SCALE:	AS SHOWN
PROJECT:	HOLLAND CROSSING DUPLEXES
CLIENT:	THE US CORP. OF ENGINEERS
DESIGNER:	CRAFTON TULL ARCHITECTS
ISSUED FOR:	CONSTRUCTION
ISSUED BY:	ARCHITECT
PROF. NO.:	000000000
EXPIRES:	11/17/2015
PRELIMINARY PLAT	

**C-101**



**BUILDING SETBACKS**

SET FROM FIN. GRADE: 20'  
SET FROM FIN. GRADE: 10'

**LEGEND (PROPOSED)**

**SYMBOLS**

- SET FROM FIN. GRADE: 20'
- \* SET FROM FIN. GRADE: 10'

**LINEWORK**

- BUILDING SET BACK
- RIGHT OF WAY
- PROPERTY LINE
- ROAD CENTERLINE
- CORNER

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD	DIRECTION	CHORD LENGTH
153	21.94	182.00	107.00	107.00	S47.40 E 111.17	117.21
154	21.94	182.00	107.00	107.00	S47.40 E 111.17	117.21
155	21.94	182.00	107.00	107.00	S47.40 E 111.17	117.21
156	21.94	182.00	107.00	107.00	S47.40 E 111.17	117.21

NOTE:  
CURVE RADIUS IS NOT TO BE CONSIDERED AS PART OF IS DEVELOPED.

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD	DIRECTION	CHORD LENGTH
1	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
2	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
3	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
4	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
5	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
6	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
7	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
8	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
9	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
10	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
11	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
12	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
13	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
14	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
15	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
16	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
17	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
18	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
19	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
20	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
21	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
22	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
23	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
24	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
25	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
26	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
27	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
28	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
29	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
30	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
31	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
32	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
33	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
34	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82
35	29.82	19.00	90.00	10.00	S47.40 E 111.17	29.82

**PARCEL LINE TABLE**

LINE #	LENGTH	DIRECTION
1	19.27	S89.41 E 101.23
2	24.07	N45.15 E 107.94
3	14.02	N49.31 E 111.17
4	14.02	N49.31 E 111.17
5	14.02	N49.31 E 111.17
6	14.02	N49.31 E 111.17
7	14.02	N49.31 E 111.17
8	14.02	N49.31 E 111.17
9	14.02	N49.31 E 111.17
10	14.02	N49.31 E 111.17
11	14.02	N49.31 E 111.17
12	14.02	N49.31 E 111.17
13	14.02	N49.31 E 111.17
14	14.02	N49.31 E 111.17
15	14.02	N49.31 E 111.17
16	14.02	N49.31 E 111.17
17	14.02	N49.31 E 111.17
18	14.02	N49.31 E 111.17
19	14.02	N49.31 E 111.17
20	14.02	N49.31 E 111.17
21	14.02	N49.31 E 111.17
22	14.02	N49.31 E 111.17
23	14.02	N49.31 E 111.17
24	14.02	N49.31 E 111.17
25	14.02	N49.31 E 111.17
26	14.02	N49.31 E 111.17
27	14.02	N49.31 E 111.17
28	14.02	N49.31 E 111.17
29	14.02	N49.31 E 111.17
30	14.02	N49.31 E 111.17
31	14.02	N49.31 E 111.17
32	14.02	N49.31 E 111.17
33	14.02	N49.31 E 111.17
34	14.02	N49.31 E 111.17
35	14.02	N49.31 E 111.17

Date Tue, Oct 14, 2014  
Time 09:39:34

Arkansas Democrat Gazette

Ad Name: 72843263A Col: 1 X Depth: 2.18 Ad Due in DB: 00/00/00  
Name: RAUSCH COLEMAN-LI Copyline: PH/Holland Crossing SD L  
Address: 3420 N PLAINVIEW AV City: FAYETTEVILLE  
State: AR Colors:  
Zip: 72703  
Acct: 5138250 Phone: 479-455-9090 Caller: Diane Gaston/em  
Receipt #: 72843263 Fax: E-Mail:

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Category: - Reply Request: Split Billed: N  
Date Entered: October 7, 2014 Standby Type: Rate: NL4  
Class: 1230 Lines: 31 Paytype: BL  
Rep: Karen Caler Tear Sheets: 1 Client:  
Start: October 9, 2014 Stop: October 9, 2014 Issues: 1

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Editions: NDG/

DATE	DAY	EDITION	SECTION
10/09/14	THUR	NDG	1230

---

Price:	37.20
Other Charges:	0.00
Discounts:	0.00
<b>Total:</b>	<b>37.20</b>

Instructions: \_\_\_\_\_

NOTICE OF PUBLIC MEETING  
A petition for a variance at the property described below has been filed with the City of Farmington on the 22nd day of September, 2014.  
Holland Crossing Commercial Subdivision - Lot #9  
We are requesting to reduce the side building setback for each property line dividing a structure to zero. Also, we are requesting the reduction of the total lot frontage for each parcel to be reduced from 75' to 38'.  
A public meeting to consider this request for variance at the above described property will be held on the 27th day of October, 2014, at 6:00 p.m. at Farmington City Hall, 354 West Main, Farmington, Arkansas. All interested persons are invited to attend.  
72843263 Oct 9, 2014

Ad shown is not actual print size

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HOLLAND CROSSING DUPLEXES,  
A SUBDIVISION TO THE CITY OF FARMINGTON, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

That Rausch-Coleman Homes, LLC ("Declarant"), an Arkansas limited liability company, being the owner and developer of the following-described property located in the City of Farmington, Washington County, Arkansas, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
("the Property").

said Property having been duly platted as Lots 1A/B – 26A/B, Holland Crossing Duplexes, formerly Lot 9 and a part of the Holland Crossing Commercial subdivision to the City of Farmington, Washington County, Arkansas, a copy of said Plat attached hereto as Exhibit "B", and hereinafter referred to as "Holland Crossing Duplexes" ("the Subdivision"), this Declaration of Covenants, Conditions and Restrictions ("Declaration" or "Covenants") being for the benefit of Declarant and each successive owner of the Property, or any Lot or Unit within the Property, and to provide for the efficient preservation and maintenance of the Property and Common Property contained therein, the Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, charges and liens contained in this Declaration and to create the Holland Crossing Duplexes Property Owners Association ("Association") to which will be delegated and assigned the power and obligation of maintaining the Property and Common Property in accordance with the terms of this Declaration.

And the said Declarant, as owner and developer of said Property and Subdivision, does hereby state that these Covenants shall establish covenants running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers and owners of Lots 1A/B – 26A/B of the Subdivision, and upon such owners' heirs, personal representatives, successors and assigns, and upon all persons claiming under them.

**1. Covenants and Definitions.**

The following words, when used in these Covenants or any amendments or supplements hereto shall have the respective concepts and meanings set forth below:



**"Addition"** or **"Subdivision"** shall mean and refer to the Property described in Exhibit "A" and as reflected on the Plat set out in Exhibit "B" and any additions thereto.

**"Association"** shall mean and refer to "Holland Crossing Duplexes Property Owners Association" established subsequent to the filing of this Declaration of Covenants, Conditions and Restrictions for Holland Crossing Duplexes.

**"Board"** or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the ByLaws of the Association.

**"Builder"** shall mean a residential builder licensed under Arkansas law.

**"Common Property"** shall mean and refer to the areas of mutual enjoyment and benefit within the Subdivision as Identified on Exhibit "B" and to any and all other areas which service the Subdivision and Property or which is intended for or devoted to the common use, service and enjoyment of the Members of the Association, including but not limited to all sidewalks, easements, entry-ways and drainage retention/detention ponds. The Association shall hold such title to the Common Property as shall be consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties or receive the benefits therefrom. The Declarant reserves the right to affect minor redesigns or reconfigurations of the Common Property and execute any open space declarations applicable to the Common Property.

**"Declarant"** and **"Developer"** shall mean and refer to Rausch-Coleman Homes, LLC, an Arkansas limited liability company, and its successors and assigns.

**"Duplex"** shall mean a free-standing building consisting of two (2) adjoining Houses built with common or party walls and not connected on either side to other house units.

**"House"** or **"Unit"** shall mean the parcel of real property and the single family living unit constructed on it. Each House as currently designed may be a part of a duplex of two (2) houses with each House sharing a "common" or "party" wall with adjoining house owner.

**"Lot"** or **"Lots"** shall mean and refer to any plot or tract of land which is designated as a lot either "A" or "B" on the Plat which is attached hereto and labeled Exhibit "B", and upon which a House is or may be constructed.



"Member" or "Members" shall mean and refer to each owner of a Lot.

"Owner", "Owners" or "Unit Owner" shall mean the owner of a House or Lot and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any House or Lot subject to these Covenants.

"Plat" shall refer to the Plat of Survey set out in Exhibit "B" attached hereto.

2. **Membership and Voting Rights in the Association; Additions to the Property.**

(a) **Membership.** Any person who owns property that is subject to these Covenants, including specifically any Owner of a Lot, shall automatically be a Member of the Association, provided, however, that where any Unit is owned by more than one person, one (1) of the Owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the Owners of the Unit. In the event the Owner of a Unit is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

(b) **Voting Rights.** The Association shall have two (2) classes of voting members as follows:

"Class A" – Class A members shall be all Lot Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned.

"Class B" – Class B member shall be the Declarant, who shall be entitled to exercise two (2) votes for each Lot owned by the Declarant.

(c) **Quorum, Notice and Voting Requirements.** The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws of the Association as the same may be amended from time to time. Subject to the provisions of Section (b) above and any other provision to the contrary set out in these Covenants, any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control a majority of the outstanding votes of the Association.

(d) **Additions to the Property.** Additional tracts of land together with the improvements situated thereon may become subject to this Declaration and Covenants and added to the Subdivision if properly approved by procedures set forth in these Covenants or the Bylaws of the Association, or by the annexation of additional property which can be accomplished by Declarant without the joinder of any other party.

#### 4. Assessments.

(a) Liens. Each Owner, by the acceptance of a deed for a Lot or House located within the Property, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association:

- (i) Annual assessments or charges as herein set forth and as established by the Association;
- (ii) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;
- (iii) Special individual assessments which might be levied against individual Lot Owners to reimburse the Association for extra costs, for maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, guests, or invitees and not caused by ordinary wear and tear;
- (iv) Individual assessments and fines levied against individual Lot Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a lien against the Lot and House owned by the party failing to make the payment as due; provided, however, that any such lien shall be subordinate and inferior to a first mortgage on such Lot or House. Assessments shall be made pursuant to the Bylaws of the Association. No Lot Owner may exempt himself from liability for his contribution toward these assessments by waiver of the use or enjoyment of any of the Common Properties or easement areas or by abandonment of his House. The Declarant shall not be obligated for payment of assessments for Houses it owns within the Subdivision unless Declarant's Houses are rented. If Declarant's Houses are rented, he shall pay a pro-rated amount only while the House is occupied by a tenant.

(b) Purpose. The assessments levied by the Association shall be used to promote and maintain the health, safety and welfare of the Members of the Association and in particular for the maintaining, improving and preserving in a good state of repair the entrances to the Subdivision and such other common areas which are maintained by the Association, whether owned by the Association or by Lot Owner and maintained by the Association. The assessments shall also serve the purpose of proportionately maintaining and servicing the Detention Pond located on Lot 7 of the Holland Crossing Commercial Subdivision which shall serve the Holland Crossing Duplexes Subdivision.

(c) Deposit of Assessments. All sums from assessments or related payments shall be collected and held by the Association and shall be used for the purposes set

forth in these Covenants and the Bylaws of the Association. Declarant shall not be responsible for the payment of any assessments on any Property in the Subdivision until a House that is owned by the Declarant has been completed and rented.

(d) Amount of Annual Assessments. The annual assessment per House Unit shall be \$ \_\_\_\_\_ for the year \_\_\_\_\_. Thereafter, the assessment rate shall be set by a vote of the Board of Directors of the Association. The assessments may be paid in whole or in monthly installments. The Board of Directors may not increase the annual assessments by more than ten percent (10%) over the previous year's assessment without the approval of a majority of the House Unit Owners to raise their assessments.

(e) Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the improvements or easements within the Property. The decision to make the special assessment and the amount of the special assessment shall be made in accordance with the Bylaws of the Association.

(f) Collection. If payment of assessments are to be made yearly, then all payments shall be due on or before January 15 of the year for which assessments shall be due and shall be delinquent if not paid before February 15 of that same year. No set-off shall be allowed to any House Owner for repairs or improvements, or for services contracted for by any House Owner without the express written authorization of the Board of Directors of the Association. The Association shall be entitled to collect from the House Owner all legal costs, including a reasonable attorney's fee incurred by the Association in connection with or incidental to the collection of such assessment, or in connection with the enforcement of the lien resulting therefrom.

(g) Effect of Nonpayment. If any assessment or fine or any part thereof is not paid on the dates when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law, and costs of collection thereof, thereupon becoming a continuing debt secured by a self-executing lien on the Lot and House of the non-paying Owner which shall bind such Lot and House and the lands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Board of the Association shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the Lot or House.

**5. Additional Duties and Powers of Association.**

In addition to the duties and powers of the Association as set forth in the Bylaws, or as hereinabove set forth, the Association shall:

(a) Maintain and otherwise manage all the Common Properties and all improvements and landscaping on the Common Properties and at the entrances to the Subdivision.

(b) Grant easements where necessary for utilities, cable television, and sewer and drainage facilities over the easements or cross-easement areas.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its Members.

(d) Have the authority to employ a manager or other person under contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association including a yard maintenance service.

(e) To enter into contracts, maintain one (1) or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association.

(f) To make reasonable rules and regulations for the operation of the Common Property and to amend these Covenants from time to time.

**6. Limitation on Liability.**

The Association shall be entitled to all protections afforded under the Revised Uniform Unincorporated Nonprofit Association Act, Ark. Code Ann. § 4-28-601, et al. Neither any Member nor Owner, nor the Directors and Officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association or otherwise. Neither the Declarant, the Association, its Directors, Officers, Agents or Employees shall be liable for any incidental or consequential damages, for failure to inspect any premises, improvements or portion thereof, or for failure to repair or maintain the same.

**7. Property Rights and the Common Properties.**

(a) Members' Rights. Every Member has the right to benefit from the Common Property subject to all applicable codes and ordinances, including without limitation the right to benefit from any services, whether utility or otherwise, that the Common Property offers. Such right is an appurtenance to the Property and passes with the title to every Lot; provided, however, it does not give such person the right to make alterations, additions or improvements to the Common Property.

(b) Title to the Common Property. The Declarant may convey to the Association by special warranty deed fee simple title to the Common Property, or in the case where easements constitute part of the Common Property, Declarant may assign and transfer such easements to the Association, subject to the lien of taxes and assessments for the current year not yet due and payable, utility easements, pipelines, set-back lines, mineral interests and other restrictions of record. Upon such conveyance, such rights and obligations with respect to any such Common Property shall belong solely to the Association.

(c) Extent of Members' Rights in Common Property. The rights and easements created hereby shall be subject to the following:

- (i) All applicable local, state and federal codes, ordinances and restrictions, with specific regard to construction limitations and maintenance requirements as set forth herein or otherwise.
- (ii) The right of the Board to prescribe or to enact regulations governing the use, operation, and maintenance of the Common Property.
- (iii) The right of the Association in accordance with its Bylaws to borrow money for the purpose of improving, maintaining and servicing Common Property and facilities.
- (iv) The right of the Association as may be provided by its Bylaws to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Property for any period during which any assessment against a Lot owned by such Member remains unpaid, including the right to seek reimbursement or damages from the delinquent Member therefor.
- (v) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and upon such conditions as the Board of the Association may determine in its sole discretion.

## **8. Maintenance.**

### **(a) Association's Responsibility.**

- (i) The Association shall maintain and keep in good repair, service, condition and function the Common Property, including the sidewalks and entrances. The maintenance of the Common Property shall include, without limitation, maintenance, repair, replacement, planting, sodding, and all other necessary

maintenance and repairs of whatsoever nature as may be required by city, state or federal code or ordinance with respect to the Common Property and the facilities related thereto.

- (ii) The cost to the Association of maintaining the Common Property shall be assessed equally among the Members as part of the assessments pursuant to the provisions of these Covenants, except as otherwise stated herein.

**9. Easements.**

The following easements shall be deemed to be covenants running with the land with relation to the Houses and the Property described in Exhibit "A":

(a) A fencing easement along and upon the boundaries of the Property. The Declarant may erect a fence upon all or parts of the boundaries of the Property. The Association may subsequently decide to erect on such boundaries additional or alternative fencing. The Association shall maintain such fences as are erected initially by the Declarant or thereafter by the Association. All House Owners in the Subdivision will allow the Association or its agents or designees the right to go over or upon Lots within the Subdivision for the purpose of construction, maintenance and repair of such fencing.

(b) Utility easements are reserved throughout the Property for utility services in order to properly and adequately serve all Houses constructed within the Property; provided, however, that such easements through any of the Lots shall be only according to the plans and specifications or as the House on the Property is actually constructed, unless approved in writing by the House Owner. "Utilities" as used in this paragraph shall be given a broad meaning and shall include but not be limited to an easement for the installation, repair and maintenance of electric, telephone, water, cable television, and sanitary sewer lines and facilities, and drainage facilities, including the rights to ingress and egress.

(c) If any House shall encroach upon any easement area or other Lot by reason of original construction, then an easement appurtenant to such encroachment shall exist so long as the encroachment shall exist.

(d) Whenever sanitary, sewer, water, electricity, cable television, telephone lines, or connections are installed within the Property, with connections or lines or any portions thereof lying within the House or Lot owned by owners other than the Owner of a House served by said lines or connections, the Owner of any House served by said connection shall have the right and is hereby granted an easement to the full extent necessary to enter upon such Units or House Lots or to have the utility companies enter upon the Unit or Lots in or upon which said connection or lines or any portions thereof lie or are located to repair, replace and generally maintain the connections as may be necessary. Whenever any sanitary, sewer, water, electricity, cable television, or

telephone lines or connections are installed within the Property, which connection or line serve more than one House, the Owner of each such House served by said connection and line shall be entitled to the full use and enjoyment of such portions of the connections and lines as serve his House, and such Owner shall be jointly and equally responsible for the maintenance or repair of any jointly used connections.

**10. Land Use and Building Type.**

No House shall be occupied or used except for residential purposes by the Owner, their tenants or social guests, except that Declarant may use Houses owned by it for display and sales offices.

**11. Architectural Control.**

No building, shed or other structure of any type, including but not limited to fences and swimming pools, whether of a temporary or permanent nature, shall be built, placed or allowed to exist on any Lot, nor shall any exterior modification of any House be made without the prior written approval of the Board of Directors of the Association or their designee, except that approval shall be solely with Declarant so long as Class B membership exists. Any Owner seeking approval shall submit detailed plans and specifications showing proposed locations on the Property.

Notwithstanding the foregoing, no exterior modifications, whether temporary or permanent, shall be permitted or approved if not in substantial conformity with the colors, styles and materials as used in the original construction of the Houses by Declarant. Any modifications that are not in compliance with this paragraph may be rejected and ordered removed, at the Owner's cost, by the Declarant as long as Class B membership exists.

**12. Nuisances.**

No noxious or offensive activity shall be carried on in, upon, or around any House or in or upon any Common Property or easement areas, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining Owners or their tenants or licensees or any of them, which shall in any way interfere with the quiet enjoyment of such of the Owners, tenants, or licensees of his respective Unit or which shall in any way increase the rate of insurance for the Property.

**13. Signs.**

No sign of any kind shall be displayed to the public view on any Unit or any portion of the easement areas except one sign of customary and reasonable dimension advertising for sale or rent, and except for signs used by Declarant, his business, successors or assigns, to advertise the Property or the Units during the construction and sale.

**14. Trash Disposal.**

All rubbish, trash and garbage from the Lot shall be regularly removed from the Property and shall not be allowed to accumulate thereon. All trash, garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

**15. Exterior Appearance of Each Unit.**

No Unit Owner may make any alterations or additions to any Unit or change the exterior color of any Unit without first obtaining the written consent of the Board of Directors of the Association approving the plans and specifications for the changes or alterations to be made to the Unit or the color of any proposed repainting, subject to the rights and privileges to be maintained by Declarant as set out in Paragraph 11 above.

**16. Roofing.**

The roof of each Duplex serves as the roof for both Units in the Duplex building. The Unit Owners in each Duplex shall be equally responsible for the cost of maintenance, repair or replacement of the roof of the Duplex in which his Unit is located. If a roof of a Duplex is damaged or destroyed, or is otherwise in need of repair or replacement, any Owner who has a Unit in the Duplex needing the repair or replacement may, after notice to the other Duplex Unit Owner, make such repairs or replacement and the other Duplex Unit Owner shall contribute to the cost of such repair or replacement in equal share. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rules of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision in this paragraph, an Owner who by his negligent or willful acts causes damages to the roof of a Duplex shall be liable for any such damage and shall bear the entire cost of furnishing the necessary protection against the elements and repair for the other Unit.

**17. Fences.**

No fences shall be allowed in the front of any Duplex building. Backyard fences may extend from the rear of the Unit to no more than five (5) feet from the back Lot line. No fence shall be placed so as to prevent the use of easements for the purposes of which the easement was established. Additional fences must provide access from the rear to allow entry of yard maintenance crews employed by the Association or any other utility personnel.

**18. Right to Lease.**

The Owner of a House or Duplex shall have the right to lease or rent their House or Duplex, provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and those contained in the Bylaws and any rules and regulations of the Association.



**19. Regulations.**

Reasonable regulations concerning the use of the Property, including Common Property and all other areas which the Association maintains, regardless of fee ownership, may be made and amended from time to time by the Association.

**20. Pets.**

Household pets such as dogs or cats are permitted, but no dog or cat shall be permitted to run free and it must be on a leash or under the direct control of its owner when it is anywhere on the Property other than upon the owner's Lot.

**21. Enforcement of Obligations.**

Each Owner shall be governed by and shall comply with the terms of these Covenants and the Bylaws of the Association. Upon failure of an Owner to so comply, the Declarant, the Association, any mortgagees having a first lien, or other Owners shall have the right to institute legal proceedings, and the prevailing party shall be entitled to recover its or his legal costs, including reasonable attorney's fees. The failure of any of the foregoing named entities or persons to enforce any right, requirement, restriction, covenant, or other provision of the hereinabove named documents, shall not be deemed to be a waiver of the right to seek judicial redress against subsequent noncompliance therewith.

**22. Insurance.**

Each House Owner shall maintain fire and extended coverage insurance on his House and improvements in an amount equal to the maximum insurable replacement value.

**23. Common Walls.**

Each wall built as a part of the original construction of a Duplex within the Subdivision and placed on the dividing line between the Lots/Houses shall constitute a common wall, and to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a common wall shall be shared equally by the Owners who make use of the wall in proportion to such use.

If a common wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it, and if the other Owner thereafter shall make use of the wall, they shall contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution

under rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provisions in this paragraph, an Owner who, by his negligent or willful acts causes a common wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this paragraph shall run with the land and shall pass to such Owner's successors and title.

**24. Amendments.**

(a) Amendments by Declarant. Until Declarant's Class B membership in the Association is terminated as herein provided, Declarant acting alone may amend these covenants; provided, however, that the Association shall forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall from time to time request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variance from any of the covenants and restrictions other than those regarding payment of assessments as to any Lot. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised only by the Board.

**25. FHA/VA Approval.**

So long as Class B membership exists, the following actions shall require the prior approval of the Federal Housing Authority (FHA) and/or Veterans Administration (VA):

- (a) Annexation of additional properties to the Subdivision;
- (b) Dedication of Common Properties to public use; and
- (c) Any amendment to the Bylaws of the Association.

These restrictions, unless prohibited by rule of law or otherwise restricted herein, may be amended from time to time by the Association after first obtaining the written consent of two-thirds (2/3rd) of the then-current Unit Owners.

**26. Development by Declarant.**

No provisions contained herein shall prevent Declarant, its contractors or subcontractors from performing such work and activities as are reasonably necessary or advisable in connection with the construction of any Houses or other improvements upon the Property, nor shall said provisions in any way prevent the Declarant from maintaining such sign or signs on the Property as may be necessary for the sale, lease or other disposition thereof.

**27. Election of Board of Directors.**

In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any provisions of the Bylaws to the contrary, the Declarant shall be entitled to appoint all of the initial Members of the Board of Directors of the Association. This right shall continue until the sooner of when (1) the Declarant formally turns over control to the Association or (2) the Declarant no longer has any ownership interest in the Property.

**28. Offsite Detention Pond.**

As referenced in Paragraph 4(b) above, the Property and Subdivision may receive the benefit of the Detention Pond located on Lot 7 in the Holland Crossing Commercial Subdivision located to the South of the Subdivision. To effectuate this purpose and receive this benefit, the Subdivision and Association may be subjected to separate rules, regulations and covenants with respect to the upkeep and maintenance of the Detention Pond and specifically any assessments as provided herein shall be contributed thereto in proportion to the Subdivision's use and benefit in the Detention Pond. The Declarant and/or Association shall sign any additional agreements or documents as necessary to effectuate the purpose and furtherance of this Paragraph.

**29. Miscellaneous Protective Covenants.**

(a) No Lot or any portion thereof shall be split to create an additional building site in the Subdivision.

(b) These Covenants shall run with the land and shall be binding on all parties and all persons claiming under the land and the Property for a period of twenty (20) years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-Owners of the Lots has been recorded agreeing to change said Covenants in whole or in part.

(c) If any provision of this Declaration or any section, clause, phrase, work or application thereof in any circumstance is held to be invalid, the validity of the remainder of these Covenants and of the application of the remaining provisions shall not be affected thereby.

IN WITNESS WHEREOF, Rausch-Coleman Homes, LLC, an Arkansas limited liability company, has authority to cause these presents to be duly executed by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

RAUSCH-COLEMAN HOMES, LLC

By \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARKANSAS            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the \_\_\_\_\_ of Rausch-Coleman Homes, LLC and whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Filing No. \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
(Seal)