

ORDINANCE NO. 2021-01-915

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

AN ORDINANCE REZONING APPROXIMATELY 80 ACRES OF REAL PROPERTY LOCATED AT 865 KLENC ROAD, IN THE CITY LIMITS OF TONTITOWN ARKANSAS FROM R-3-SINGLE FAMILY RESIDENTIAL TO PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, a rezoning application was submitted and filed with the City of Tontitown on or around the 29th day of December 2020, on behalf of Solomon Properties, requesting the City of Tontitown to rezone approximately 80 acres of real property located at 865 Klenc Road within the city limits of the City of Tontitown, Arkansas from R-3 Single Family Residential to Planned Unit Development (PUD) with a density of 4.95 units per acre and in accordance with the approved PUD plan; and

WHEREAS, after due notice as required by law and a public hearing, the City of Tontitown, Arkansas, Planning Commission has heard all those who wish to be heard regarding the rezoning application and voted to recommend the proposed rezoning; and

WHEREAS, the City Council of the City of Tontitown, Arkansas, has determined that said rezoning complies with the adopted plans and criteria of the City of Tontitown which are designed to protect the health, safety, and welfare of the citizens; and

WHEREAS, it is the desire of the City Council that the application be approved as submitted and said property be rezoned to PUD with a density of 4.95 units per acre and in accordance with the approved PUD plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Tontitown, Arkansas:

Section 1: The City of Tontitown hereby changes the zone classification from R-3 Single Family Residential to Planned Unit Development (PUD) with a density of 4.95 units per acre and in accordance with the approved PUD plan, for certain real property located at 865 Klenc Road, located within the City Limits of the City of Tontitown Arkansas, more particularly described as:

[See Exhibit "A" attached hereto]

Section 2: That the official Zoning Map of the city of Tontitown, Arkansas, shall be amended to reflect this change within thirty (30) days of the date of this ordinance. Any ordinance or parts thereof in conflict with this ordinance is hereby repealed and declared invalid.

Section 3: That the Clerk-Treasurer shall cause this document, and any other documents needed to accomplish the intent of this ordinance, to be properly filed as required by law.

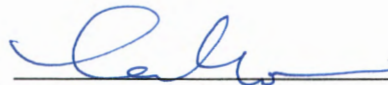


Doc ID: 019683250022 Type: REL
Kind: ORDINANCE
Recorded: 01/28/2021 at 03:04:38 PM
Fee Amt: \$120.00 Page 1 of 22
Washington County, AR
Kyle Sylvester Circuit Clerk

File 2021-00003507

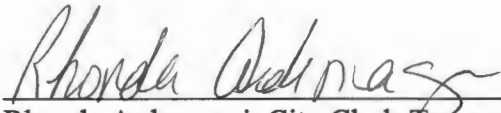
PASSED AND APPROVED this ____ day of January, 2021

APPROVED:



PAUL COLVIN, JR., Mayor

ATTEST:



Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)

Exhibit A

SURVEY DESCRIPTION:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

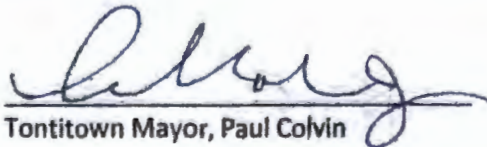
BEGINNING AND A FOUND 1/2" REBAR BEING THE SOUTH EAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 87°13'53" WEST A DISTANCE OF 2639.80 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 03°07'37" EAST A DISTANCE OF 1325.00 FEET TO A FOUND 1/2" REBAR; THENCE SOUTH 87°10'07" EAST A DISTANCE OF 2640.72 FEET TO A SET COTTON PICKER SPINDLE; THENCE SOUTH 03°10'03" WEST A DISTANCE OF 1322.11 FEET TO THE POINT OF BEGINNING CONTAINING 80.22 ACRES OR 3,494,467 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS AND RIGHT-OF-WAY OF RECORD OR FACT.

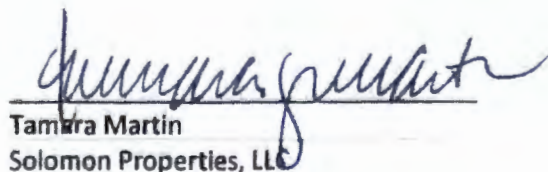
Development Agreement

Whereas, Solomon Properties, LLC ("Developer") has submitted plans for development to the City of Tontitown (City) for a Planned Unit Development (PUD) known as Hickory Meadows. The northeast corner of Parcel 830-37759-000, on which the Hickory Meadows PUD will be constructed, is approximately 2,650 feet south of the intersection of Morsani Avenue on the west side of Klenc Road. The following items have been discussed between Mayor Paul Colvin and a representative of Solomon Properties, LLC. These items will be presented before the Planning Board and City Council for review and final approval. This agreement is not binding in any other way and does not constitute approval by the Planning Board or City Council.

1. Developer will contribute \$20,000 to a traffic light fund to be held by City for a future signal at the intersection of Highway 412 and Klenc Road, in lieu of Developer constructing the street improvements, as defined by the current "Collector Roadway with Trail" street cross-section.
2. Developer shall construct, at the Developer's cost and expense, a 5-foot sidewalk along the west side of Klenc Road immediately adjacent to the west right-of-way of Klenc Road and the entire length of the Hickory Meadows PUD. The sidewalk shall be constructed at an elevation compatible with the future Improvement of Klenc Road.
3. Also, at the Developer's cost and expense, Wildcat Boulevard shall be constructed in accordance with the current "Local Roadway" cross-section along the entire length of the south side of the Hickory Meadows PUD. The width of the street portion of Wildcat Boulevard shall be constructed with a width 28 feet back of curb to back of curb. A tapered section of Wildcat Boulevard shall be constructed from Klenc Road westward to allow for the construction of a left turn lane. Developer shall construct a 5-foot sidewalk along the north and south sides of Wildcat Boulevard in accordance with the "Local Roadway" cross-section. The sidewalk along the north side of Wildcat Boulevard shall be constructed along the north right-of-way of Wildcat Boulevard. Street trees shall be planted within the green space along the north side of Wildcat Boulevard. Street trees will not be planted along the south side of Wildcat Boulevard due to the potential future conflict between the trees and the existing overhead power transmission lines.

The above is agreed to on this the 18 day of December, by the parties below:


Tontitown Mayor, Paul Colvin


Tamara Martin
Solomon Properties, LLC

This project has been forwarded to the City Council for review at the January 5, 2021 meeting.

This is not an official approval as the City Council must still review this request, and may add additional conditions, or overturn the Planning Board's decisions.

The Planning Board made the following decisions:

- Variances:
 - Variance #1, no street trees along the south side of Wildcat Creek Blvd.-**APPROVED**
 - Variance #2, no street trees along the west side of Klenc Road- **APPROVED**
 - Waivers:
 - Waiver #1, request for no sidewalk on the north of Wildcat Creek Blvd.-**DENIED**
 - Waiver #2, request for the sidewalk on the west side of Klenc Road to be five (5) feet wide- **APPROVED**
 - Waiver #3, request for the curve radius to be 75 feet- **APPROVED**
 - Waiver #4, request for the local interior streets to have a 45-foot wide ROW, four (4) foot wide sidewalk, and four (4) foot wide greenspace- **DENIED**
 - Waiver #5, request for the greenspace on the south side of Wildcat Creek Blvd to be four (4) feet wide- **APPROVED**
 - PUD and Preliminary Plat:
 - **APPROVED with conditions (items in red were added after the staff report was published):**
1. For any variances or waivers that were not granted, the PUD and Preliminary Plat shall be updated to reflect the changes necessary for code compliance.
 2. The Phasing construction plan shall be submitted in writing to the City for review. **Submitted, but staff has concerns about the timeline and more discussion shall be required prior to construction.**
 3. Improvements for Wildcat Creek Blvd. shall be constructed per the agreement with the City.
 4. The fee in lieu of improvements for Klenc Road (\$20,000) shall be paid by the developer prior to construction.
 5. The fee in lieu of public park land dedication (\$73,750) shall be paid by the developer prior to construction.
 6. Any comments from the City Public Works Department for the water and sewer system shall be addressed prior to Construction Plan approval.
 7. Any additional coordination with the utilities servicing this property to place necessary utility easements shall occur prior to construction plan approval.
 8. The SWPPP shall be submitted for review and approval by the City Engineer. If there are any corrections, they shall be complete prior to Construction Plan approval.
 9. Any additional comments from the Fire Marshal shall be addressed prior to Construction Plan approval. **There is concern regarding the proposed six-inch water lines. Additional information from the Fire Marshal is expected.**
 10. See the attached comments from the City Engineer. Several outstanding comments remain for the drainage plans. All remaining comments shall be addressed prior to Construction Plan approval.
 11. No parking signs shall be required for both sides of all interior streets.

12. A complete landscape plan with details shall be submitted prior to construction plan review for approval by City Staff. If there are any corrections, they shall be completed prior to Construction Plan approval.
13. Any signage requires a separate approval and shall conform to section 153.184.
14. Clarify the proposed location of the entrance signs on the plat. These are indicated on the plat.
15. Correct all remaining items on the "Plat Requirement Worksheet" prior to Construction Plan approval. Planning Staff will provide a copy of the remaining requirements to the engineer for the project.
16. The PUD description letter must be updated to reflect the PUD and preliminary plat approval including any variances or waivers that were approved or not.
17. Additionally, the greenspace listed in this letter for interior streets is stated to be four (4) inches, this is not correct based on the applicant's request, or the requirements of the City. This shall be updated to reflect the approval.
18. The PUD letter shall also list the actual proposed density, and not just state that it is less than the eight (8) units/acre allowed by the PUD code.
19. The plat submitted states that "each new home must have a minimum 1300 heated and cooled veneer square feet". The Draft Covenants and PUD letter both state that the minimum heated/cooled space will be 1,350 square feet. This inconsistency shall be clarified, and all documents shall be reflective of the same minimum square footage.
20. The proposed construction phasing shall be detailed. Submitted, but staff has concerns about the timeline and more discussion shall be required prior to construction.
21. Any changes to the Draft Covenants shall be submitted for review and approval by City Planning Staff.
22. The applicant shall apply for all required permits prior to construction.
23. Individual Certificates of Occupancy shall not be issued for residences until the required front yard tree is planted.
24. An individual house construction permit shall not be issued for the requested address until the plat for the phase in which the individual house has been approved by the City Council and filed with the County.
25. The "Development Agreement" shall be signed by the Developer prior to approval by the City Council.
26. All water lines shall be required to be 8-inch water lines. The proposed six-inch waterlines are not adequate.

City Planning Staff will send an official letter with all of the information after the City Council Meeting.

PRELIMINARY PLAT FOR HICKORY MEADOWS SUBDIVISION TONTITOWN, ARKANSAS

LOCAL UTILITY CONTACTS

CITY OF TONTITOWN
PLANNING AND ZONING DEPARTMENT
801 S. HENRI DR TONTI BLVD.
P.O. BOX 300
TONTITOWN, AR 72770
PB: (479) 581-4700 (EXT. 0)

BUILDING DEPARTMENT
801 S. HENRI DR TONTI BLVD.
P.O. BOX 300
TONTITOWN, AR 72770
PB: (479) 581-4700 (EXT. 0)

PARKS AND RECREATION
PB: (479) 581-4700

STREETS DEPARTMENT
801 S. HENRI DR TONTI BLVD.
P.O. BOX 300
TONTITOWN, AR 72770
PB: (479) 581-4700

TONTITOWN WATER UTILITY
801 S. HENRI DR TONTI BLVD.
TONTITOWN, AR 72770
PB: (479) 581-4700 (EXT. 2,3)

TONTITOWN AREA FIRE DEPARTMENT
P.O. BOX 300
TONTITOWN, AR 72770
PB: (479) 581-4700

GAS COMPANY
BLADE HILLS ENERGY
CONTACT: WALTER HEEK
(479) 584-7804

TELEPHONE COMPANY
AT&T
CONTACT: LANE KROGARD
807 WEST ST.
SPRINGDALE, AR 72758
PB: (479) 442-1877

CENTURYLINK
CONTACT: KIRK EDWARDS
PB: (479) 584-8843

ELECTRIC COMPANY
GEARUP ELECTRIC COOPERATIVE
CONTACT: MIKE PHILIPS
PB: (479) 841-8058

CABLE COMPANY
CDS COMMUNICATIONS
CONTACT: CHAS BYRD
4801 S. 48TH ST.
SPRINGDALE, AR 72758
PB: (479) 871-8481

Certificate of Preliminary Survey Accuracy.

I, _____, hereby certify that this plat correctly represents a boundary survey made by me and all monuments shown hereon actually exist and their location, size, type and material are correctly shown.

Date of Execution: _____

Registered Land Surveyor

State of Arkansas Registration No. _____

Certificate of Preliminary Engineering Accuracy. Each set of street and drainage plans must be submitted in accordance with applicable state statutes and any plans and specifications required:

I, _____, hereby certify that this plan correctly represents a plan prepared under my direction and engineering requirements of the Tontitown Subdivision Regulations have been complied with.

Date of Execution: _____

Registered Engineer

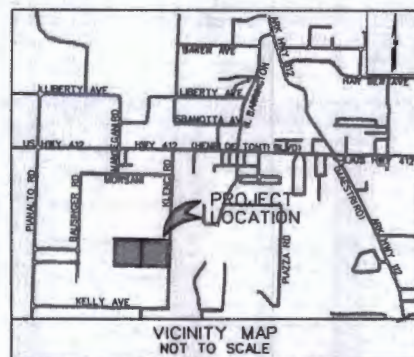
State of Arkansas Registration No. _____

Certificate of Preliminary Plat Approval.

This plat has been given preliminary plat approval only and has not been approved for recording purposes as a public record. This certificate shall expire on _____ (date).

Date of Execution: _____

Chairman, City of Tontitown Planning Commission



VICINITY MAP
NOT TO SCALE

PREPARED FOR
SOLOMON PROPERTIES, LLC

PO Box 10620
Fayetteville, AR 72703
(479) 265-7744

701 S. MT. OLIVE, P.O. BOX 12

E-MAIL: mail@civilengineeringinc.com



SELOAM SPRINGS, ARKANSAS 72761

(479) 524-9956 OFC - (479) 524-4747 FAX

NOTES:

- 1 - NO PREVIOUS OVERFLOW OF SEWER OR SEPTIC SYSTEMS ON THIS SITE PER TONTITOWN PUBLIC WORKS DIRECTOR.
- 2 - NO KNOWN EXISTING GROUND LEASES OR ACCESS AGREEMENTS.
- 3 - NO KNOWN POTENTIAL DANGEROUS AREAS ON THIS SITE.
- 4 - NO PROPOSED PUBLIC PARK DEDICATIONS ON THIS SITE.

INDEX

- 1 TITLE PAGE
- 2 PRELIMINARY PLAT
- 3 PRELIMINARY PLAT (UTILITIES)
- 4 PRELIMINARY PLAT (GRADING)
- 5 PRELIMINARY PLAT (LANDSCAPE)

CONTRACTOR SHALL NOT REVEAL FROM OR MAKE ANY CHANGES TO APPROVED PLANS, DESIGN, WITHOUT WRITTEN APPROVAL OF ENGINEER.

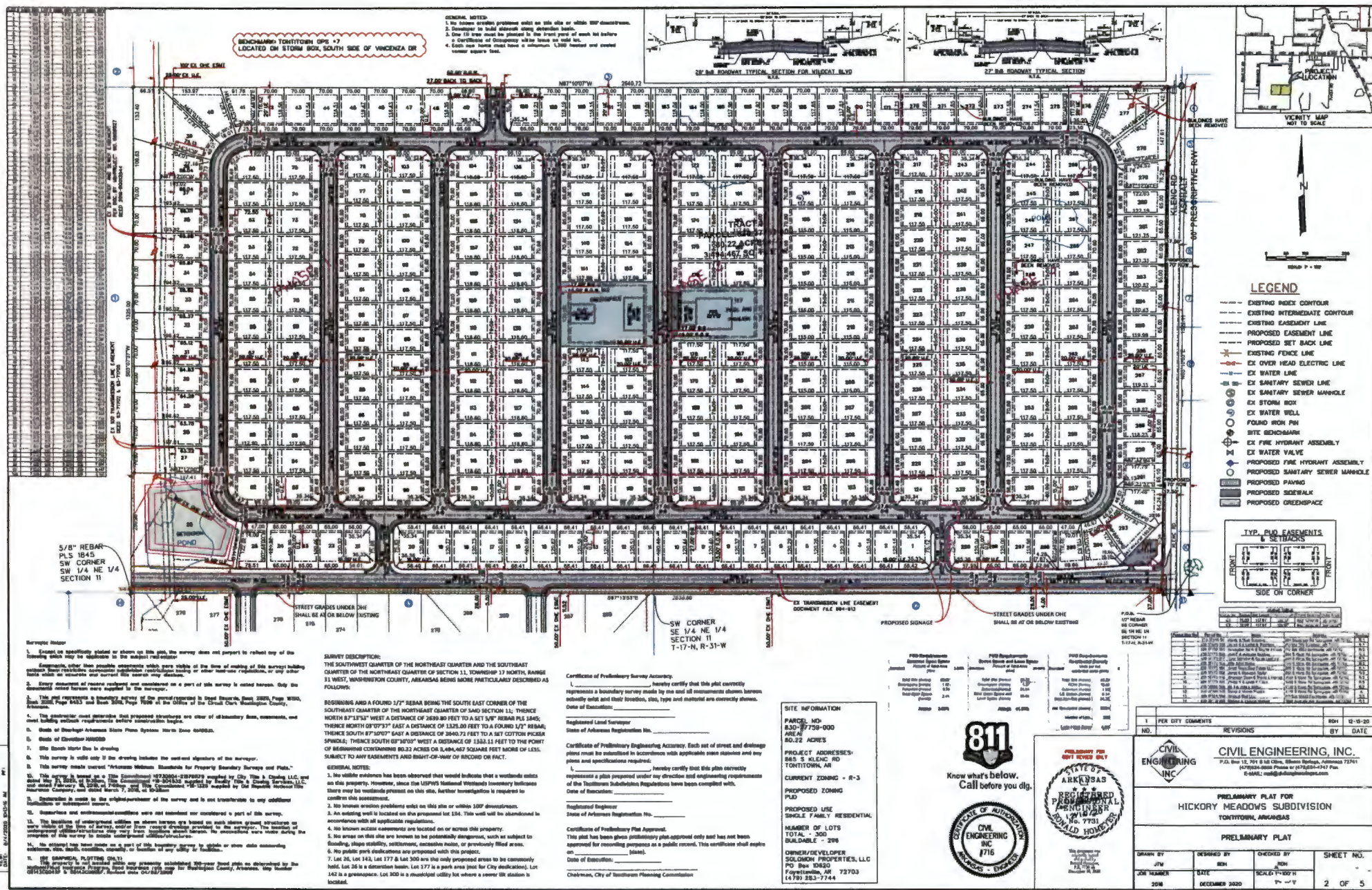
These drawings and the design information herein are the property of the engineer and are not to be reproduced or used in any manner without the written consent of the engineer. The engineer assumes no responsibility for the accuracy or completeness of the information furnished by others. The engineer is not responsible for the accuracy or completeness of the information furnished by others. The engineer is not responsible for the accuracy or completeness of the information furnished by others.



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1 PER CITY COMMENTS		REV	12-19-19
NO.	REVISIONS	BY	DATE
CIVIL ENGINEERING, INC. P.O. Box 10115 SE Selma, Missouri, Missouri 65751 (479) 524-9956 Phone or (479) 524-4747 Fax E-MAIL: mail@civilengineeringinc.com			
PRELIMINARY PLAT FOR HICKORY MEADOWS SUBDIVISION TONTITOWN, ARKANSAS			
TITLE SHEET			
DRAWN BY JTW	DESIGNED BY REV	CHECKED BY REV	SHEET NO. 1 OF 5
JOB NUMBER 2016	DATE DECEMBER 2020	SCALE NO SCALE	





WELL/SEPTIC LOCATED SOMEWHERE
ON LOT 183 TO BE ABANDONED
FOR CITY & STATE REQUIREMENTS

30" WATER AND SEWER EASEMENT
FOR REC. BY SUBPROJECT NO. 00000001
DEAD END-0000000000



LEGEND

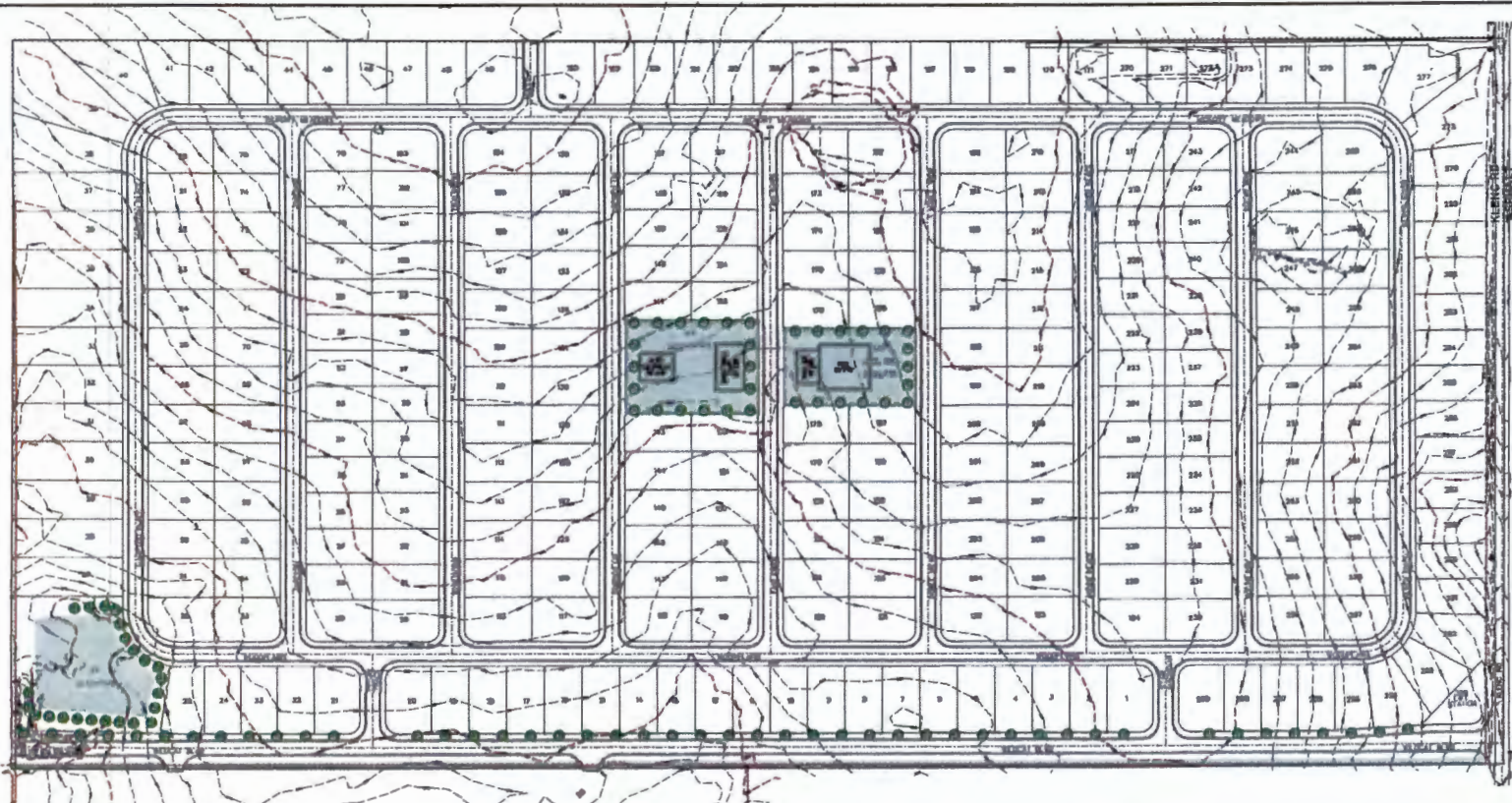
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED SET BACK LINE
- EXISTING FENCE LINE
- EXISTING FENCE LINE
- EX EXISTING HEAD ELECTRIC LINE
- EX WATER LINE
- EX SANITARY SEWER LINE
- EX SANITARY SEWER MANHOLE
- EX STORM BOX
- EX FIRE HYDRANT ASSEMBLY
- EX WATER VALVE
- EX POWER/UTILITY POLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED DOUBLE WATER SERVICE
- PROPOSED QUAD CROSSING
- EX WATER WELL
- PROPOSED PAVING
- PROPOSED SIDEWALK



OFF-SITE WATER LINE PLAN



1 PER CITY COMMENTS		REV	12-15-20
NO.	REVISIONS	BY	DATE
<p>CIVIL ENGINEERING, INC. P.O. Box 12, P.O. Box 12, Hickory Meadows, Arkansas 72111 (501) 624-4884 Phone or (501) 624-1247 Fax © 2000/2001/2002/2003/2004/2005/2006/2007/2008/2009/2010/2011/2012/2013/2014/2015/2016/2017/2018/2019/2020/2021/2022/2023/2024/2025</p>			
<p>PRELIMINARY PLAT FOR HICKORY MEADOWS SUBDIVISION TOWN OF ARKANSAS</p>			
<p>PRELIMINARY PLAT (UTILITIES)</p>			
DRAWN BY	DESIGNED BY	CHECKED BY	SHEET NO.
JTH	BNH	BNH	3 OF 5
DATE	SCALE	DATE	
2018	1"=100'-0"	2020	



80' PRESCRIPTIVE R/W

LEGEND

- EXISTING INDEX CONTOUR
- EXISTING INTERMEDIATE CONTOUR
- PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- FLOW DIRECTION
- PROPOSED PAVING
- PROPOSED SIDEWALK
- PROPOSED GREENSPACE
- EXISTING TREE
- PROPOSED TREE

BANQUET TREE SPECIES FOR TOWNHOMES CITY CODE

MULCH ONLY 1" DIAMETER AROUND TREE BASE. BALANCE OF GREENSPACE SHALL BE BERMUDA SOG.

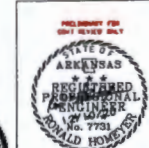
BENCHMARK: TOWNHOMES GPS #7 LOCATED ON STORM BOX, SOUTH SIDE OF VICINIA DR



THESE NOTES ARE TO BE READ IN CONJUNCTION WITH THE PRELIMINARY PLAT AND THE LANDSCAPE PLAN. THE NOTES ARE TO BE USED TO CLARIFY THE INTENT OF THE DESIGN AND TO PROVIDE ADDITIONAL INFORMATION. THE NOTES ARE NOT TO BE USED TO MODIFY THE DESIGN OR TO PROVIDE A BASIS FOR A CLAIM. THE NOTES ARE TO BE USED TO CLARIFY THE INTENT OF THE DESIGN AND TO PROVIDE ADDITIONAL INFORMATION. THE NOTES ARE NOT TO BE USED TO MODIFY THE DESIGN OR TO PROVIDE A BASIS FOR A CLAIM.



Know what's below. Call before you dig.



REVISIONS		REV	DATE
NO.	DESCRIPTION	BY	DATE
1	PER CITY COMMENTS	BNH	12-15-20
CIVIL ENGINEERING, INC.			
P.O. Box 18, 701 S. 12th St., Suite 200, Arlington, TX 76010			
(817) 954-4888 Phone or (817) 954-4747 Fax			
civ@ce-inc.com			
PRELIMINARY PLAT FOR HICKORY MEADOWS SUBDIVISION TOWNHOMES, ARKANSAS			
PRELIMINARY PLAT (LANDSCAPING)			
DRAWN BY JTM	DESIGNED BY BNH	CHECKED BY BNH	SHEET NO. 5 OF 5
JAN 15 2021	DATE	SCALE: 1"=50' H	
2021	RECEIVED 2021	BNH	

**PROTECTIVE COVENANTS
HICKORY MEADOWS PUD
TONTITOWN, ARKANSAS**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Solomon Properties, LLC is the record owners of the following property:

LEGAL DESCRIPTION: Lots _____ of Hickory Meadows PUD, in the City of Tontitown, AR;

WHEREAS, Solomon Properties, LLC, now being the Developer of Hickory Meadows PUD, herein also known as the Development Owner, Solomon Properties, LLC hereby creates the covenants relating to said PUD as follows and will file the same with the Washington County Clerk.

PREAMBLE

Applicability: These Protective Covenants for the Hickory Meadows PUD, Tontitown, AR, shall apply to all property owners and tenants of the Development.

Article 1

Permitted Uses of and Construction Restrictions on Residential Lots

1. Restriction of Type of Dwelling:

- a. **Single-Family Residence:** All residential lots numbered _____ on the plat of said addition, shall only be used for construction of single-family residences – one per lot. No lot shall be further divided.
- b. **New Construction:** All residences shall be of new construction built on site, and no residence may be moved from another area into the addition. No mobile, modular, or manufactured home of any kind shall be allowed or placed or parked, either permanently or temporarily, on any lot. However, these restrictions shall not preclude any construction trailers or necessary construction equipment from being placed upon the property during construction of the new home.
- c. **Size of Single-Family Residences:** All single-family residences constructed in Hickory Meadows shall contain a minimum of one thousand three hundred fifty (1350) heated and cooled square feet, exclusive of garages, porches and outbuildings.
- d. **Roofs:** All roofs on all lots shall have a minimum 6/12 roof pitch. Shed roofs for porches or dormers may have a lesser pitch if approved by the ARC. No standard 3-tab roofing material shall be allowed except as needed for ridges.

- e. **Single-Family Residence Garages:** All single-family dwellings must have a minimum two-car enclosed and attached garage, and a maximum 3 car enclosed garage. No carport shall be permitted in said PUD.

2. Commencement of Construction:

- a. Within 2 1/2 years of the date of delivery to an Owner of a deed to an Unimproved Lot, or otherwise from the date of Owner's acquisition of title to an Unimproved Lot if title is obtained other than by deed, an Owner shall obtain a Permit for construction of a single-family or multi-family residence on its Lot and actually commence construction of the approved Improvements. As used in this section, the term "Unimproved Lot" shall mean a Lot upon which no structure or other Improvements constituting a single-family or multi-family residence is located. The obligation to commence development of an Unimproved Lot shall exist, from the date of purchase from the Development Owner, without regard to whether the Owner of the Unimproved Lot obtained title from the Development Owner or a subsequent owner. Development Owner, in its sole discretion, and for any reason or no reason, may waive the rights reserved by it in this section or grant an extension of the deadline for obtaining a Development Permit and commencing construction
- b. **Development Owner's Right to Repurchase.** Development owner hereby reserves unto itself, its successors and assigns, the right to repurchase the subject Unimproved Lot from the Owner thereof if the Owner fails to satisfy the requirements of subsection (2a) above. The purchase price to be paid by Development Owner upon its exercise of the repurchase right shall be the lesser of (a) an amount equal to the purchase price paid by the initial purchaser of the subject Lot from Development Owner, without interest or any other increase, or (b) the fair market value of the Lot at the time of exercise of the right to repurchase. The fair market value of the Lot shall be determined by agreement of the parties or, if no agreement, then by a neutral appraiser appointed by the American Arbitration Association or its reasonable successor. Any such appraiser shall have experience in appraising residential real estate in Tontitown, AR. Development Owner and the Owner shall share the cost of any such appraisal, and closing on this transaction shall occur within 30 days of the receipt of such appraisal. The purchase price shall be paid at the closing of the repurchase. The Owner of the subject Lot shall convey title to the Lot subject only to the easements and encumbrances actually affecting the Lot at the time of its conveyance by Development Owner to the initial purchaser. If the Lot is subject to liens or encumbrances other than those affecting the Lot at the time of its conveyance by Development Owner, Development Owner may, at the closing of the Lot purchase, first subtract the outstanding balance of such liens (to the extent they may be liquidated) plus all accrued, unpaid interest thereon from the purchase price, satisfy the liquidated liens with such funds, and pay the reduced purchase price amount to the selling Owner at closing. The repurchase right created by this section is superior to all subsequently filed liens and encumbrances burdening the Lots subject to these Protective Covenants. Development Owner's repurchase right shall automatically expire with respect to a Lot

upon commencement of construction and substantial progress toward completion of a single-family residence constructed in accordance with the Architectural Review Committee's approval.

3. Architectural Review Committee (ARC):

- a. All plans for improvements to be constructed on lots in the PUD shall first be submitted for review and approval by the Architectural Review Committee ("ARC"). The construction plans and specifications, and a plot plan showing the location of the structure, driveway, and sidewalks shall be submitted to the Architectural Control Committee. Approval by the Architectural Review Committee must be obtained in writing before construction or any improvement on any lot in the PUD begins and any variances to the improvement initially approved must be authorized in writing by the ARC. The initial Architectural Review Committee shall consist of the Development Owner, SOLOMON PROPERTIES, LLC. Upon the sale of 95% of the lots to end users and the subsequent transfer of control of the POA to the lot owners, the Architectural Review Committee will be made up of 3 of the officers of the POA for the purposes of approving all building and plot plans for the construction, placement, and alteration of all homes, outbuildings or other permanent improvements on all lots located in Hickory Meadows ensuring that said actions are consistent with the standards set forth herein so that maximum property values shall be maintained for all property owners in the addition. Until such time as the POA's ARC is established in accordance herewith, the Development Owner shall have sole discretion in approving or failing to approve all plans submitted for review prior to building in Hickory Meadows, provided all such disapprovals are reasonable in light of this document. The Development Owner or a related party to the Development Owner shall not be required to submit its plans for construction approval by the ARC, but any house plans constructed shall comply with these Covenants.
- b. If and when Phase II of Hickory Meadows (or another subsequent phase) is developed, the developer of that Phase shall have complete control of the ARC, and plan approval or disapproval in accordance with all filed covenants related to the property, in relation to the phase it is developing, until 90% of the lots are sold to the end-users in that Phase of the development, at which time the ARC shall be turned over to members of the POA.

4. Exterior of Dwellings:

- a. **Single-Family Residence:** The exterior of all single-family dwellings erected in said PUD shall have a veneer composed of 70% brick, stone, or fiber cement siding, exclusive of garage door area. The front of all dwellings must be at least 50% masonry veneer. If and where fiber cement is used on the dwelling, a brick skirt is also required.
- b. No vinyl siding may be used on the front exterior of a single-family residence except that vinyl shake siding may be used on a maximum of

200 square feet above the first floor exterior. Notwithstanding anything herein, vinyl soffit and fascia materials shall be permitted.

- c. Dri-vit material shall not be allowed. No buildings shall be located within any building setback lines as defined on the Final Plat of the PUD.
- d. No dwelling shall be constructed or erected on any lot in said PUD that has exposed or painted cinder blocks on the exterior of any such dwelling.
- e. No window air conditioning units shall be installed in any residence, outbuilding, or other structure.
- f. All playground equipment and trampolines must be kept behind the primary residential structure and inside a fenced back yard.

5. Structures Other than Dwellings:

- a. No additional structure such as porches, garages, storage buildings, above ground swimming pools in excess of 7 feet in diameter, etc. shall be erected or placed on any lot in this PUD until the plans and specifications showing the type and location have been approved in writing as to the conformity and harmony of external design and existing improvements in the addition by the ARC.
 - b. No structure of a temporary character, shack, garage, barn, or other outbuilding shall be used on any lot at any time either temporarily or permanently unless approved by the ARC. Storage buildings are allowed provided they are built out of substantially the same materials as the house on the Lot, and comply with the guidance above.
- 6. Mailbox:** The mailbox must meet the criteria of the US postal service and must have an exterior constructed of brick or rock or wrought iron, unless the USPS requires the use of community mail boxes.
- 7. Driveway:** The driveway must be at least 12 feet wide and shall be constructed of concrete. Other driveway composite must be approved by the ARC. A 5 foot wide sidewalk must also be constructed parallel to the street end at the property line and tie into the adjacent sidewalks. There shall be a 5-6' greenspace between the sidewalk and the back of the curb.
- 8. Fences:** All fences shall be approved by the ARC. Fencing of front yards is prohibited. Fences may be wrought iron or shadowbox privacy fences. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot. There shall be no chain link fences. No fencing shall exceed six feet in height.
- 9. Limited Access:** There shall be no access to any Lot on the perimeter of the Property except from designated streets or roads within the property.
- 10. Drilling and Mining:** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.
- 11. Satellite Dishes Prohibited:** Any and all satellite dishes over 18" in diameter shall be prohibited in the PUD. Satellite dishes under 18" are allowed but shall be screened so that they are not visible from the street.

12. Vehicles:

- a. No vehicles may be parked overnight in the streets of this PUD. Lot owners and tenants shall provide sufficient off street parking to accommodate the vehicles used by their family and guests except for brief social gatherings.
- b. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park in said PUD, either on the streets or on privately owned lots.
- c. The parking or storage of unused or unlicensed motor vehicles is prohibited. No vehicles in inoperative condition shall be permitted. The owner or tenant of each lot shall remove these vehicles. Permanent or semi-permanent storage of such vehicles or items shall not be permitted. Parking of any vehicle off the driveway (in the yard) shall not be permitted.
- d. No boat, mobile home, aircraft, trailer, recreational vehicle, ATV or otherwise (which the Property Owner's Association deems to be a nuisance, unsightly, or inappropriate) may be kept, parked, stored on the front of the property. These vehicles must be stored out of sight from the front of the property.

13. Recreational Vehicles and Boats: Recreational and camping vehicles and boats may be stored and parked on the lots only if they are located behind the house, guesthouse or fence, or in or behind the garage, or otherwise screened so that they are not visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone, or decorative wood.

14. Landscaping Requirements: At least 75% of the front of each home, exclusive of garage space, must be landscaped. Each lot owner must plant and maintain at least one 1.5" diameter shading or ornamental tree in the front yard or right of way. All front yards must be fully landscaped and sodded at the time of a home's completion. Side yards must also be fully sodded at the time of a home's completion.

15. Business Use of Residence: No business or trade activity shall be carried on upon any residential lot where clients or customers come to the residence.

16. Signs: No sign of any kinds shall be displayed to the public view on any Lot or any portion of the easement areas. An exception to this rule is one sign of customary and reasonable dimension advertising for sale or lease of a single-family residence may be permitted. The Development Owner may display signs during construction for permitting and advertising purposes.

17. Nuisances: No noxious or offensive activities or nuisances shall be permitted in, upon, or around any lot or within any common area.

18. Animals: No animals shall be kept or maintained, raised, or bred anywhere on any Lot for commercial purpose. Only customary domesticated household pets are allowed and are to be kept subject to the rules. Two hens may be permitted to

produce eggs for household consumption, but only if the hens are not a nuisance to the neighbors.

- a. Disturbance: Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. No pets may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- b. Limited Yard Privilege: Dogs and cats may be kept within a fenced yard only if they do not disturb or annoy people on or around the Property. The Property Owner's Association may permanently revoke the privilege of keeping the dog or cat on a patio within a courtyard or in a fenced yard. Thereafter, the dog or cat must be maintained inside the dwelling.
- c. Leash Requirement: Household pets are not permitted to run free throughout the PUD and must be kept on a leash or under the direct control of its owner when anywhere in the PUD other than within the owner or tenant's residence or fenced yard.

Article 2

Maintenance of Residence and Lot

19. Garbage and Refuse Disposal: No owner or tenant shall accumulate on his Lot litter, refuse, or garbage except in garbage receptacles. These receptacles must be used when placing the trash by the curb for pick up. All receptacles for storage and disposal of such materials shall be kept in clean and sanitary condition.

20. Maintenance of Lot:

- a. All lots in said PUD shall be maintained in a neat and orderly manner so as to not be unsightly or detract from the surrounding neighborhood.
- b. No trash, ashes, or other refuse may be thrown or dumped on any lot. Each owner of a vacant lot is required to keep said lot in presentable condition or the ARC or POA may, at its discretion, mow said lot, trim and spray trees, remove trash or refuse and levy a lien on said lot for the cost involved. All grasses and weeds on a vacant lot must be trimmed to no higher than 8 inches above ground level. Any refuse must be hauled away for disposal. No owner may make use of a vacant lot for dumping, burning or otherwise disposing of refuse. All grass and weeds shall be trimmed to a height that will appear to be neat and orderly.
- c. All landscaping and turf must be properly maintained at all times.
- d. No clothesline, drying yards, or woods pile shall be permitted between the front building line and the front lot line and if such is desired, it must be between the rear of the residence and the rear property line and shall not be exposed to an interior or exterior street.
- e. Christmas decorations shall not be allowed prior to November 15th or after January 31st
- f. Upon owner's failure to properly maintain lot, fences, outside structures or outdoor decorations as described in these covenants, the ARC shall be entitled to charge a reasonable fee to the owner of the lot for said service and be entitled to file a lien for said expenses.

Article 3
Property Owner's Association

21. Establishment of Property Owner's Association (POA): The POA shall be created and filed with the Arkansas Secretary of State's office within 180 days of the date hereof. Upon the sale of 95% of all lots in the addition to end-users, the POA shall be turned over from the control of the Development Owner to the property owners themselves. The purpose of the POA shall be to maintain the common areas established by the Development Owner, enforce the restrictive covenants contained herein, and promote the betterment of the addition. Upon the turning over of control of the POA, the Development Owner shall call a meeting of all lot owners in the addition and provide written notice of the same to all lot owners, where initial officers shall be elected as well as a committee appointed to write the bylaws of the POA. The Development Owner shall deed all common areas to POA when the construction of the common areas is completed and the POA has sufficient income from member dues to pay for maintenance of the common areas. The bylaws of the POA shall include regulations governing the use of the common areas and amount and due date of dues to be paid among other items necessary to the establishment and the maintenance of the POA.

22. Membership:

- a. All lot owners must be members of the Property Owner's Association and shall automatically become a member of the Property Owner's Association with purchase of a lot (improved or unimproved) within the PUD.
- b. This shall apply to all property owners in all phases of the Hickory Meadows PUD in Tontitown, AR.

23. POA Dues:

- a. As of _____, 2020, the Property Owner's Association annual dues will be \$250 per lot per year.
- b. The initial yearly membership fee of \$250 per lot per year will be paid upon closing and will be sent directly to the office of the Property Owner's Association. Said initial fee will be pro-rated based on the month in which the lot buyer closes on said lot(s).
- c. The Property Owner's Association has the right to adjust annual dues based on cost of maintenance for the common areas and other POA needs, although such dues shall not exceed \$600 per living unit per year without a formal amendment of this document to approve the same.
- d. In the event that a lot owner does not pay the required annual dues or any special assessment levied against the lot owned by the lot owner within 10 days of the due date thereof, the POA may begin charging a late fee of \$5/day and/or an interest rate of the maximum amount allowed by law until the payment is made. During the time of delinquency, the lot owner who has failed to pay the required dues will not be allowed to use the common areas of the addition.

- e. In consideration of the expenses incurred by the Development Owner in creating the common areas, including but not limited to the PUD perimeter signage and fencing as well as the pool area and pavilion, as well as maintenance costs for all lots contained therein which have not been sold to a third party, Solomon Properties, LLC (the Development Owner) shall not be responsible for payment of POA dues until January 1, 2023.
 - f. In consideration of the expenses incurred by any subsequent Development Owner of a subsequent phase of Hickory Meadows, in any upgrading of the common areas, as well as maintenance costs for all lots contained therein which have not been sold to a third party, Solomon Properties, LLC or any subsequent the Development Owner shall not be responsible for payment of POA dues until 24 months after filing of the final plat for a subsequent phase of the PUD.
24. **Voting:** Each single-family lot will carry one vote in the association, except that the Development Owner, or any subsequent Development Owner shall have 5 votes per lot owned in consideration of the size of its investment in the PUD. Such vote may be voted in person or by written proxy on forms provided by the POA.
25. **Adherence to POA decisions:** By-laws of said organization and all POA Board decisions shall be adhered to by all property owners and tenants, and assessments as set by said Property Owner's Association shall be paid when due by all lot owners.
26. **Responsibilities:** The Property Owner's Association shall be responsible for maintaining the common areas, including but not limited to any signs, any walls, the utility bills, landscaping maintenance, insurance and any other costs and expenses associated with the community pool and park as well as other common areas of the PUD.
27. **Creation of Lien and Personal Obligation for Dues/Assessment:** Each owner and POA member, by acceptance of the deed in his/her lot or other conveyance that gives him or her an interest in a lot in the addition, is deemed to covenant and agree to pay all annual assessments and special assessments properly levied through the POA. The assessments, together with the interest thereon, attorney's fees, court costs, and other costs of collection thereof, shall be a continuing lien upon the lot owner's lot against which dues are charged and assessments are made.
28. **Assessments for Capital Improvements and Indebtedness:** Whenever the POA sees the need for capital improvements to the common areas or indebtedness for the purpose of capital improvements, there must be a vote of the majority of the lot owners in the POA for approval of the same. If a majority of the members vote to assess an additional amount for capital improvements, the membership dues regulations outlined above shall apply for enforcement of that assessment as well. Any subsequent Development Owner, or subsequent Development Owner, shall be exempt from any assessment for Capital Improvements unless it owns