BELLA VISTA
PROPERTY OWNERS ASSOCIATION

Rules & Regulations Committee
July 09, 2026, at 1:30 p.m.

Boardroom and Livestream
98 Clubhouse Drive, Bella Vista

Agenda

I. Call to Order
II. Approval of minutes from the June 24th meeting.
III. Policies Under review - *Second reading for review.*
   i *Policy 1.00 – Definitions*
   ii *Policy 1.03.2 - Election Committee*
   iii *Policy 3.08 – Request for the use of Common Property*
   iv *Policy 3.09 – Dock and Boathouse Policy*
   v *Policy 5.07 - Temporary Parking of Vehicles*
   vi *Declaration, Notated Version*
   vii *Articles of Incorporation, Notated Version*
IV. Open Forum – Comments are limited to three minutes per property owner.
V. Response to Open Forum
VI. Next Meeting Date – As needed
VII. Adjournment

Rules and Regulations Committee

Committee Minutes | June 24

98 Clubhouse Drive

Livestream

COMMITTEE MEMBERS PRESENT: Committee Chair Portillo, Director Hendren, and Director Armstrong

COMMITTEE MEMBERS ABSENT: Director Coughlin

PROXY: Director Coughlin gave her proxy to Director Hendren.

OTHERS PRESENT: Chief Executive Officer Tom Judson, General Counsel Doug McCash, and Corporate Secretary Jessica McCrary

Rules and Regulations Committee June 24th Video link

https://www.youtube.com/watch?v=LhtV53YdM_k

I. Call to Order

II. Elect a Committee Chair

a. Director Hendren made a motion to appoint Director Portillo as the Chair for Rules and Regulations Committee. Director Armstrong seconded. The motion passed unanimously in favor, 4 to 0.

III. Approval of May 14th Minutes

Director Hendren made a motion approving May 14th minutes. Director Armstrong seconded. The motion passed unanimously in favor, 4 to 0.

IV. Policies Under Review *(First review of each reading)*

Mr. Judson presented the suggested changes to the policies listed below, regarding the upcoming proposal for the POA to manage the Architectural Control Committee *(presentation during the Thursday, June 25th Regular Session Board Meeting.)*

a. Policy 1.00 – *Definitions*
b. Policy 1.03.2 – *Election Committee*
c. Policy 3.08 – *Request for the use of Common Property*
d. Policy – 3.09 – *Dock and Boathouse Policy*
e. Policy 5.07 – *Temporary Parking of Vehicles*
f. Declaration, Notated Version
g. Articles of Incorporation, Notated Version

Director Hendren made a motion for policies A through G to be moved forward for a Board vote. Director Armstrong seconded. The motion passed unanimously in favor, 4 to 0.

V. Policy Under Review

a. **5.03 – *Guest Policies*** *(Second Reading of two required readings)*

The first discussion is available here: May 14th Rules and Regs Video.

The Board reviewed the proposed changes at the May 21st Board Work Session and the May 28th Regular Session Board meeting.

The second reading was the June 18th Board Work Session and the June 25th Board Regular Session.

Director Armstrong moved to advance Policy 5.03 to the Board for a second-reading. Director Hendren seconded. The motion passed unanimously, 4 to 0.

VI. Open Forum & Response to Open Forum

None

The next Rules and Regulations Committee will be July 9th at 1:30 p.m.

VII. Adjournment

Committee Chair Portillo adjourned the meeting at 3:26 p.m.

BELLA VISTA
PROPERTY OWNERS ASSOCIATION

From: Jessica McCrary, Corporate Secretary

To: Board of Directors

Date: July 7, 2026

Subject: Rules and Regulations – Policies Under Review

The Rules and Regulations Committee have reviewed these suggested changes for each policy and after discussion among the Committee they will move forward to the Board for a vote.

Suggested motion for the Regular Session Board meeting, July 23rd

I make a motion to approve the suggested changes to Policy 1.00 – *Definitions*. This is the second reading of two required readings.

I make a motion to approve the suggested changes to Policy 1.03.2 – *Election Committee*. This is the second reading of two required readings.

I make a motion to approve the suggested changes to Policy 3.08 – *Request for the use of Common Property*. This is the second reading of two required readings.

I make a motion to approve the suggested changes to Policy 3.09 – *Dock and Boathouse*. This is the second reading of two required readings.

I make a motion to approve the suggested changes to Policy 5.07 – *Temporary Parking of Vehicles*. This is the second reading of two required readings.

I make a motion to approve the suggested changes to *Declaration, Notated Version*. This is the second reading of two required readings.

I make a motion to approve the suggested changes to *Articles of Incorporation, Notated Version*. This is the second reading of two required readings.

April 20, 2017
February 27, 2020
May 25, 2023
November 16, 2023

DEFINITIONS

The following defined terms shall have the following meanings ascribed to them throughout this Policy Manual, unless expressly stated otherwise.

"Activity Card" shall mean a card that is purchased from the Association which allows access to Association amenities at a discounted rate as approved by the Board and described in the current fee schedule.

"Annual Meeting" shall mean the meeting of Members conducted on the third Tuesday of May of each year.

"Association" shall mean and refer to the Bella Vista Village Property Owners Association, formerly Bella Vista Country Club, a not-for-profit corporation organized and existing under the laws of the State of Arkansas.

"Board" shall mean and refer to the duly elected and acting Board of Directors of the Bella Vista Village Property Owners Association.

"Bylaws" shall mean those legally adopted bylaws of the Bella Vista Village Property Owners Association then in existence.

"CEO" shall mean and refer to the Chief Executive Officer of the Association. Any references in the governing documents to Chief Operating Officer (COO) or General Manager (GM) are interchangeable with CEO.

"Common Property" shall mean that property designated as Common Property in the Declaration filed May 18, 1965, in the public records of Benton County, Arkansas, and such additions thereto as may be made pursuant to Article II of the Declaration.

"Declaration" shall mean and refer to that document dated May 18, 1965, and filed of record in Benton County, Arkansas the same date in Book 373 at Page 08.

"Developer" shall mean and refer to Cherokee Village Development Company, Inc. as described in the Declaration and now known as Cooper Communities, Inc., an Arkansas corporation. In 2024, Cooper Communities, Inc. sold their Developer rights to Blue Crane, a Bentonville, Arkansas based company.

"Director" shall mean and refer to a Member who has been duly elected or appointed as provided in the Declaration, Articles of Incorporation and Bylaws to serve as a member of the Board of Directors of the Bella Vista Village Property Owners Association.

"Member" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in one or more Lots or Living Units, and for any one or more of which the Developer has been paid in full, and shall also mean and refer to the Developer or its successors or assigns, so long as it shall

be the record owner of a fee or undivided fee interest in any Lot or Living Unit or until it is paid in full for every Lot or Living Unit which it shall sell.

"Member in Good Standing" shall mean one whose assessments and/or fees to the Association are no more than 90 days past due as determined by Management and whose privileges are not currently suspended.

"POA" shall mean and refer to the Bella Vista Village Property Owners Association, formerly Bella Vista Country Club, a not-for-profit corporation organized and existing under the laws of the State of Arkansas, also referred to as the "Association" as described above.

"Policies" shall mean and refer to those policies contained within this Policy Manual, then currently in effect.

"Policy Manual" shall mean and refer to this manual and the policies then currently in effect.

"Protective Covenants" shall mean the document recorded in Book 373 at Page 8 of the records of Benton County, Arkansas, and amendment recorded at Instrument Record No. 93-08028 on February 8, 1993.

March 8, 1985
January 7, 1987
November 3, 1988
May 4, 1989
January 2, 1992
February 4, 1993
April 5, 2001
October 17, 2002
August 19, 2004
November 16, 2006
August 19, 2006
May 17, 2017
March 28, 2019
August 27, 2020
November 17, 2022

POA ELECTION & ACC NOMINATION COMMITTEE

PURPOSE:

To provide the ~~Association~~Association with an independent resource through which POA Directors may be elected to the POA Board, and to establish voting procedures for special situations as might arise at the direction of the POA Board.

To provide the Architectural Control Committee (ACC) with an independent resource through which Members may be nominated to the ACC Board of Directors.

I. POA ELECTION - BOARD VOTES

1. The committee will supervise the process for nominating Members for POA Board elections (Nomination by Petition).

2. The committee will oversee the development of a timetable for POA Board elections and review the election timetable with all individuals involved in the election process. The election timetable shall be finalized no later than four months before the Annual Association Meeting. The timetable will be made available to all staff involved in the election procedure.

In the event of a delayed election, the committee will oversee the development of a timetable for the election process which will provide for an election to occur at the earliest reasonable time. All other duties of the committee will be carried out with allowances for the delayed election process.

3. The chairperson of the committee will receive the list of candidates from the Corporate Secretary at the January meeting of the POA Board. There must be no prior disclosures of the candidates' names.

4. The committee will announce the candidates' names during the February regular POA Board meeting (Bylaws, Article V, Section 1, Paragraph C).

5. If necessary, the committee will conduct a lottery drawing at the February regular POA Board meeting to determine the order in which the candidates' names shall appear on the ballots. In the event the lottery does not take place at the February regular POA Board meeting, the lottery drawing shall be held at a public meeting after notice has been given to all candidates of the date and time of the meeting, as soon as practical thereafter.

6. The committee will overseeoversee the process of preparing, distributing, and receiving ballots from eligible Members. The committee has the authority to hire a professional outside firm to administer the process.

7. The committee will oversee the process of counting and tabulating ballots as outlined in the Bylaws (Bylaws, Article V and X). If the committee is recommending a change from the prior year's counting process, the change shall be presented at a POA Board work session and approved by the POA Board at the following POA Board meeting. If the POA Board takes no action, the change is deemed approved.

8. The committee will meet before the election to perform the following:

a. Finalize ballot layout, size, and tally design.

b. Review all materials to be published and mailed; the material shall not otherwise be edited (except for length). If candidate resumes are edited for length, the candidates' approval of the change will be sought (Bylaws, Article V and XI).

9. BALLOT MATERIALS CONSIST OF:

a. Notice of Annual Meeting

b. Resumes of candidates

c. Ballot

d. Description of vacancies to be filled and the terms of office.

e. Set forth the names of the candidates.

f. Appropriate instructions, including but not limited to:

1) How to identify the candidate(s) for whom a person wishes to vote.
2) A person may vote for up to, but no more than, the number of vacant positions.
3) Any vote which is qualified or restricted in any way is invalid and will not be counted.
4) How, where, and when to return the ballot.
5) Ballots may be delivered in person thirty (30) minutes prior to the start of the Annual Meeting.
6) A member of the committee will stand at the end of the line beginning thirty (30) minutes prior to the start of the Annual Meeting and will not allow any further members to vote for this election.
7) Mailed envelopes with insufficient postage will not be accepted.

10. Ballot materials must be mailed or provided electronically at least 30 days prior to the 3rd Tuesday in May of each year. Each lot is entitled to one vote, provided the lot is owned by a Member in Good Standing (Bylaws, Article I, Section 10). Each Member in Good Standing as of March 31 will receive a ballot representing the number of lots they own and for each of which they are considered a Member in Good Standing. Ballots may be cast by mail, electronically, or in person at the Annual Meeting.

11. The committee will ensure the verification of ~~received ballots~~the ballots received.

12. The committee will ensure ballots are secured until counted (Bylaws, Article V, Section 2, Paragraph F).

13. The committee will ensure ballots submitted up to thirty (30) minutes prior to the Annual Meeting are validated, counted, and added to the total.

14. The committee will oversee the announcement of the election results at the Annual Meeting and present the tabulated results to the Corporate Secretary for recording as a permanent record (Bylaws, Article V, Section 2, Paragraph H).

15. A candidate may request a recount if they lose by less than 100 votes. The request must be made to the Corporate Secretary within three (3) business days of the day the results are announced.

16. Fifteen (15) days after the announcement of the election results, unless a recount is requested, all returned ballot materials shall be destroyed.

17. A copy of committee meeting minutes, along with other supporting data, reports, and committee recommendations, if any, will be submitted to the Corporate Secretary within twenty (20) working days of the Annual Meeting.

II. POA ELECTION - ASSESSMENT VOTES

1. To consider a proposed assessment increase, the Members must vote at a special meeting of the Members called for that purpose. To call a special meeting of the Members, a majority of the Directors must first vote in the affirmative at a regular meeting of the POA Board. The POA Board must then provide the Members at least a thirty (30) day notice of the special meeting.

2. The Election Committee will supervise the process for the Members to vote on a proposed assessment increase. The committee has the authority to hire a professional outside firm to administer the process.

3. The Election Committee will oversee the development of a timetable for an assessment increase vote and review the election timetable with all individuals involved in the election process. The timetable will be made available to all staff involved in the election process.

4. For an assessment increase to be approved by the Members, a quorum requirement of 50% of Members in good standing must be reached on both Class A and Class B lots. Of those Members who submit a vote, at least 51% must vote in the affirmative for the proposed assessment increase to be approved.

5. If the quorum requirement of 50% is not reached, a second vote may be taken within ninety (90) days, provided the proposed assessment increase is the same as the first vote. For the second vote, the quorum requirement drops to 25%.

6. If the proposed assessment increase meets the requirements for approval as required by the Association's governing documents, the Directors must vote at a regular meeting of the POA Board to implement the assessment increase.

III. POA ELECTION - ELECTION ADMINISTRATION

1. The POA Election & ACC Nomination Committee has the authority to hire a professional outside firm to administer any POA election process.

2. At least every five (5) years, or sooner if required, the committee shall solicit management to ~~conduct~~make a request for proposal (RFP) for such outside firms.

IV. ACC NOMINATION

1. When there is an opening on the ACC Board of Directors, the POA Election & ACC Nomination Committee must notify the Members within seven (7) days of the opening, the duration of the opening, and the intention to fill the opening.
2. Those Members interested in serving on the ACC Board of Directors must apply within fourteen (14) days of the notification to the Members.
3. To be eligible to serve on the ACC Board of Directors, the applicant ~~myst~~must be a Member ~~must be~~ in Ggood ~~s~~Standing.
4. All qualified candidates who successfully complete the application process will be invited to an interview with the POA Election & ACC Nomination Committee. Candidates must be given advance notice of at least seven (7) days before the scheduled interview. Candidates may attend their interview electronically. The duration of the interview will be determined solely by the POA Election & ACC Nomination Committee, provided all candidates are allotted the same amount of time.
5. The POA Election & ACC Nomination Committee will recommend to the ACC Board of Directors who the~~y~~ Committee determines is~~to be~~ the most qualified candidate to serve. The POA Election & ACC Nomination Committee is not required to disclose how they came to their recommendation and why they selected one candidate over another candidate or candidates.
6. By majority vote, the ACC Board of Directors will vote to either accept or reject the recommendation of the POA Election & ACC Nomination Committee. If the ACC Board of Directors rejects the recommendation from the POA Election & ACC Nomination Committee ~~is rejected by the ACC Board of Directors~~, the entire ACC nomination process will start over.
7. The Chair of the ACC Board of Directors will notify all candidates of the decision of the ACC Board of Directors within five (5) days of the vote taken by the ACC Board of Directors.

June 15, 2006 P 3.08
March 16, 2017
November 15, 2018
September 24, 2020
March 25, 2021
March 23, 2023
February 27, 2025

REQUEST FOR THE USE OF COMMON PROPERTY

PURPOSE:

To set forth the policy of the Association regarding requests for the use of Common Property for leach fields or the traversing of Common Property for a septic system

I. GENERAL

Common Properties are those properties reserved and intended to be devoted to the common use and enjoyment of all Members and their guests. Therefore, the granting of the exclusive use of Common Property for the benefit of a single or limited number of Members is a significant event.

The decision to license use of Common Property is reserved to the Board whose decision is final. Due to the emergency nature of requests related to the failure of septic systems, the Board delegates permission granting authority to Management in those circumstances, subject to the guidelines provided in this policy.

This policy in no way affects the authority or responsibility of the ACC, City of Bella Vista, or the Arkansas Department of Health in managing the building permit and inspection process. NOTE: On August 1, 2026, the Developer assigned the management of the Architectural Control Committee (ACC) to the Bella Vista Property Owners Association (POA). The Developer retains the right to revoke this assignment.

Members and builders are reminded that the decision to install a septic system in ground of questionable soil morphology or on a lot too small for the home may cause serious and expensive consequences. In all cases the responsibility for any problems remains with the Member and the builder. The Member and builder are required to follow the process and documentation plan set forth by the Association to support a request involving Common Property.

For existing homes where the septic system has failed, the Board or Management may grant permission to use Common Property for a leach field or for the traversing of Common Property to connect two lots, with the home located on one lot and the leach field located on the other lot. For new home construction, the Board or Management may grant permission for the traversing of Common Property to connect two lots, with the home located on one lot and the leach field located on the other lot. For new home construction, the use of Common Property for a leach field is prohibited. Trees on Common Property should be removed as a last resort when installing a leach field or traversing Common Property. Management may only grant permission for the use of Common Property for a septic system when the request fully complies with this policy. Management must inform the Board immediately via email with information related to the request and at the next regular Board meeting of any requests which have been

granted. Requests for the use of Common Property for a septic system which are rejected by Management, may be appealed to the Board.

All requests for use of Common Property, whether for a septic system or for non-septic issues, will be addressed to the Bella Vista Maintenance and Construction Division who will receive all documents and verify all necessary information. The Association will provide an application form along with all documentation requirements.

The decision of the Board is final. No action of the Board or Management shall be deemed to set a precedent. Each act of the Board or Management shall be decided upon its own merit and in accordance with the circumstances of the situation.

A reasonable fee may be charged for licensing the use of Common Property.

May 10, 2007 P 3.09
April 20, 2017
September 24, 2020
March 23, 2023
June 22, 2023

DOCK AND BOATHOUSE POLICY

PURPOSE:

The purpose of this policy is to clarify the rights, obligations, and authority of adjacent private property owners, the ACC, the Association, the City of Bella Vista, and the BV Townhouse Association as it concerns Common Property relative to Shorelines and lakebeds.

I. DEFINITIONS

1. "Lake Lot" is defined as the numbered lots in the numbered blocks as shown on any recorded subdivision plat which abut any lake in Bella Vista.

2. "Shoreline" is considered the natural contour of the lakefront land behind each Lake Lot.

3. "Seawall" is an improvement or reinforcement of the natural Shoreline. Seawalls follow the natural contours of the Shoreline and do not extend into the lake.

4. "Dock" refers to a dock, boathouse, or dockside recreational improvement that extends into the lake beyond the natural contours of the Shoreline.

II. GENERAL

1. Common Property belongs to all Members collectively and normally may not be used exclusively for private purposes. The use of Common Property along the Shoreline and in the lakebed may be approved for private purposes by the Association as the owner of the property. Approval to use Common Property for a Dock may be granted by the Association.

2. The owner'(s) rights, with respect to any Dock on their Lake Lot, shall pass to successive owners.

3. In permitting the use of Common Property for constructing Docks the Association does not relinquish title to such Common Property.

4. The Association shall assign a dock number to each Lake Lot that has or could have a Dock constructed on it. This number will serve as a permanent method of identification for all Docks existing or potentially being constructed. Upon approval of the completed Dock, the Association will issue an ID number sign that must be displayed on the lakeside of the Dock.

III. DOCK LIMITATIONS

1. Existing Docks and Seawalls as of May 25, 2023, are grandfathered, even if they are non-conforming.

2. In addition to new Docks and Seawalls, existing Docks and Seawalls undergoing repair, upgrade, or renovation must also conform with the regulations in this Policy. For grandfathered non-conforming Docks and Seawalls, if the repairs, upgrade, or renovation affects at least 50% of the Dock or Seawall in a calendar year, the entire Dock or Seawall must be brought into compliance with this Policy. For Docks, the Association will consider the square footage of the total above water Dock compared to the square footage of the above water area undergoing repair, upgrade, or renovation to determine if the 50% threshold has been met. For Seawalls, the Association will consider the total length of the Seawall compared to the length of the area undergoing repair, upgrade, or renovation to determine if the 50% threshold has been met.

3. In the approval process, the Association will confirm if the lot where the Dock will be located has been designated as a Lake Lot. In some instances, a lot that looks like it should be a Lake Lot is separated from the lake by Association Common Property and is not considered a Lake Lot.

4. Docks can extend a maximum of 18 feet into the lake or a maximum of 15% of the distance across the lake, whichever is less. The distance across the lake shall be measured perpendicular to the Lake Lot upon which the Dock will be placed.

5. Applicants must comply with all current side setback and easement requirements of record.

6. The length of the Dock may not exceed 50% of the total Shoreline. The total Shoreline extends from both edges of the Lake Lot, including the side setbacks.

7. A proposed Dock may not obstruct access to a neighboring Dock.

8. For Lake Lots where a Dock will be constructed, a reinforced Seawall must be built for the entire length of the Lake Lot's Shoreline. In rare instances where the Shoreline is not conducive to the installation of a reinforced Seawall (e.g., a natural rock bluff or rock outcropping), the Association has the sole authority to waive the reinforced Seawall requirement for any such portion of the Shoreline.

9. Docks are considered private property and are for the exclusive use of the Lake Lot owner or owners.

10. For Docks connected to BV Townhouse Association limited common property:

    a. Docks can extend a maximum of 18 feet into the lake or a maximum of 15% of the distance across the lake, whichever is less. The distance across the lake shall be measured perpendicular to the Lake Lot upon which the Dock will be placed.

    b. Docks must be placed as close as possible to the lake front townhouse requesting the Dock, behind the building complex of the townhouse. Townhouses that are not lake front are prohibited from building a Dock.

    c. Townhouse owners located in the same building are encouraged to work together so fewer Docks will be requested for that building.

d. If a single townhouse owner wants to build a Dock at their sole expense, the width of the Dock may not exceed 16 feet. The townhouse owner who paid for the Dock, or the subsequent townhouse owner, will be considered the owner of the Dock, with the responsibility for maintenance of the Dock. The Dock is private property reserved for the exclusive use of the townhouse owner who paid for the Dock. Stairs and ramps located on BV Townhouse Association limited common property which lead to a Dock, will remain open to common use in the specific BV Townhouse Association community adjacent to the lake, even though the stairs and ramps were paid for by the owner of the Dock. If multiple individual townhouse owners want to build a Dock, but not join together with another townhouse owner in the same building to build the Dock, the newly constructed Dock must comply with the width restriction of 16 feet.

e. If two or more townhouse unit owners in the same building want to build a Dock at their own expense, the maximum width of the Dock may be increased from the 16-foot limitation based upon the number of townhouse unit owners in the same building joining together to build the Dock. If two or more townhouse unit owners join together to build a Dock, the width restriction increases to 32 feet for two townhouse unit owners joining together to build a Dock, 48 feet for three unit owners, and 64 feet for four unit owners. The townhouse owners who paid for the Dock, or the subsequent townhouse owners, will be considered the owners of the Dock, with responsibility for maintenance of the Dock. The Dock is private property and reserved for the exclusive use of the townhouse owner or owners who paid for the Dock. The Association requires a copy of a perpetual agreement between the current townhouse unit owners which specifically outlines the responsibilities for ongoing maintenance of the Dock. The agreement shall include language obligating disclosure of the agreement to any future purchasers of the effected townhouse units. Stairs and ramps located on BV Townhouse Association limited common property, will remain open to common use in the specific BV Townhouse Association community adjacent to the lake, even though the stairs and ramps were paid for by the owners of the Dock.

11. Where a Dock will be added that is connected to BV Townhouse Association limited common property, a reinforced Seawall must be built for at least the entire length of the Dock.

The specific location of the Dock will be determined by the Association. If there is an existing Dock or Docks adjacent to a proposed Dock, the Association will determine the appropriate spacing required between the Docks.

12. The City, ACC, and BV Townhouse Association may have other limitations or restrictions. NOTE: On August 1, 2026, the Developer assigned the management of the Architectural Control Committee (ACC) to the Bella Vista Property Owners Association (POA). The Developer retains the right to revoke this assignment.

13. The Association reserves the sole right to approve or deny requests to build Docks on Association common property, with approval not reasonably denied.

IV. APPROVAL PROCESS

Acquiring the permits and approvals necessary to construct a Dock can be lengthy. Members are encouraged to allocate sufficient time for this purpose.

Architectural Control Committee. The ACC is the starting point in the permit and approval process. The ACC issues permits since they control the architectural aesthetics of the Dock. In many cases the ACC will request approval from the Association, and BV Townhouse Association when applicable, on behalf of the applicant. NOTE: On August 1, 2026, the Developer assigned the management of the Architectural Control Committee (ACC) to the Bella Vista Property Owners Association (POA). The Developer retains the right

to revoke this assignment.

City of Bella Vista. The City issues permits since they enforce building codes and all other City ordinances.

Bella Vista Property Owners Association. Approval is required from the Association since the Association owns the Common Property where the Dock is located. As stated above, in many cases the ACC will request approval from the Association on behalf of the applicant.

BV Townhouse Association. When applicable, the BV Townhouse Association grants approval since access to the Dock will be through limited common property owned by the BV Townhouse Association. As stated above, in many cases the ACC will request approval from the BV Townhouse Association on behalf of the applicant.

V. MAINTENANCE

1. It is the owner's responsibility to provide maintenance for any Dock.

2. The Association, in coordination with the City of Bella Vista, may periodically conduct inspections from the water of Docks**.** If it is determined a safety issue exists, such issue or issues will be handled directly between the City of Bella Vista and the Member.

3. If it is determined any maintenance issue exists, such an issue or issues will be handled directly between the ACC and the Member. NOTE: On August 1, 2026, the Developer assigned the management of the Architectural Control Committee (ACC) to the Bella Vista Property Owners Association (POA). The Developer retains the right to revoke this assignment.

TEMPORARY PARKING OF VEHICLES

PURPOSE:

To provide for the aesthetic appeal of Bella Vista by describing the regulations that shall apply to the temporary parking or storage of vehicles and property on Association property.

Parking on non-Association owned properties, including residential properties and streets, is regulated by ordinance of the City of Bella Vista and by the Architectural Control Committee (ACC). NOTE: On August 1, 2026, the Developer assigned the management of the Architectural Control Committee (ACC) to the Bella Vista Property Owners Association (POA). The Developer retains the right to revoke this assignment.

I. PARKING

1. There shall be no overnight parking on Association property other than as provided in section 2 below.

2. To provide temporary parking for Members and Members' guests where sufficient area is not available at their home, the following regulations shall apply:

a. Overnight parking for unoccupied cars, pickups, RVs, and SUVs may be allowed at Association owned parking facilities only with available space and a permit.

b. Free temporary parking permits, for Members and Members' guests may be obtained through Member Resources and at Riordan Hall. This permit will have an expiration date, not to exceed seven (7) days from the date of issue and must be visible at all times. These permits are for unoccupied vehicles only. Failure to comply with these regulations for an overnight parking permit will be strictly enforced by towing of the vehicle at the owner's expense.

3. The parking of semi tractors and trailers on Association property is normally prohibited. The sponsoring Division may authorize such parking at Association-sanctioned events or activities for a limited period.

4. The parking of vehicles and trailers for the purpose of fishing on Association lakes is allowed for Association sanctioned fishing events.

Note: The Declaration and Protective Covenants in their original legal format can be challenging to read and understand. This document is a compilation of the Declaration and Protective Covenants, with notes added, to make the documentation easier to understand. The Declaration and Protective Covenants in their original format are available on the POA's website and should be considered the official documentation. If there are any discrepancies between the original and the compilation, the original documents will govern.

The attached notes are written with many years of perspective with the goal of making the Declaration and Protective Covenants easier to understand and more relatable to the current environment of Bella Vista.

The Declaration and Protective Covenants establishes the creation of the Bella Vista Property Owners Association, the Bella Vista Townhouse Association, and the Architectural Control Committee. In reviewing this document, it is important to differentiate the roles and responsibilities of each entity.

NOTE: Cherokee Village Development Company, Inc., an Arkansas corporation, referred to in this document is now Cooper Communities, Inc., a Delaware corporation. In 2024, Cooper Communities, Inc. sold their Developer rights to Blue Crane, a Bentonville, Arkansas based company.

NOTE: On August 1, 2026, the Developer assigned the management of the Architectural Control Committee (ACC) to the Bella Vista Property Owners Association (POA). The Developer retains the right to revoke this assignment.

BELLA VISTA VILLAGE, UNIT ONE COVENANTS AND RESTRICTIONS

DATED MAY 18, 1965

DECLARATION

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cherokee Village Development Company, Inc., an Arkansas Corporation, hereinafter called the "Developer" is now the owner of the lands hereinafter described in ARTICLE II of this Declaration and all of which, with the exception of certain lots hereinafter referred to, are reflected upon a plat prepared by J. F. Gore, Registered Professional Engineer, bearing the date of the 18th day of May, 1965, which plat referred to is filed contemporaneously with the filing of this Declaration in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and is of record in Plat Book D, page 100, and which plat is by reference made a part of this Declaration and likewise this Declaration is by reference made a part of said plat; and, Note: The original Developer, which was previously called Cherokee Village Development Company, Inc., was subsequently renamed Cooper Communities, Inc. In 2024, Cooper Communities, Inc. sold their Developer rights to Blue Crane, a Bentonville, Arkansas based company.

WHEREAS, Developer desires to create upon said lands and other additions as herein provided under ARTICLE II a residential and commercial community with public and private streets, roads, ways and lanes, as indicated upon the plat aforesaid, water system, lakes, golf course, playgrounds, permanent parks, and other common facilities and limited common facilities for the benefit of the said community; and Note: This paragraph outlines the creation of Bella Vista as an amenities based community.

WHEREAS, Developer desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of said public and private streets, roads, ways and lanes, as well as the water system, lakes, golf course, playgrounds, permanent parks and other common facilities; and, to this end, desires to subject the real property described in ARTICLE II together with such additions as may hereafter be made thereto (as provided in ARTICLE II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of

said property and each owner thereof; and Note: From this paragraph, it was clear from the onset the community would have an abundance of amenities for all ages.

WHEREAS, Developer is also the owner as aforesaid of certain lots reflected upon the Fourth Revised Map of Bella Vista, of record in Plat Book D, page 46, records aforesaid, which are described as Tract No. 1, in ARTICLE II, which it desires to bring within the plan of this Declaration subject to the "Dedication and Reservations" and other reservations and restriction upon said map and with the understanding said map shall not be considered a subdivision plat hereunder and that no other property including, but not limited to roads, streets, ways and drives, reflected upon said map shall in anywise be included within the plan of this Declaration or affected in any way thereby unless such lands shall be brought within the provisions of the Declaration as provided in Section 2, ARTICLE II; and

WHEREAS, Developer has deemed it desirable and necessary, for the efficient construction of the common facilities and the preservation of the values and amenities in said community that an agency be created to which should be delegated and assigned the powers of the construction, maintaining, and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and Note: In general terms, this paragraph is describing the purpose of the Bella Vista Property Owners Association.

WHEREAS, the Developer through its management has encouraged and participated in the organization of BELLA VISTA COUNTRY CLUB, hereinafter referred to as "Club", a nonprofit corporation organized and existing under and by virtue of the laws of the State of Arkansas, with its principal office located in Bella Vista Village, Arkansas, for the purpose of exercising the functions aforesaid; Note: The Bella Vista Country Club first changed its name in 1973 and is now known as the Bella Vista Property Owners Association (POA).

NOW, THEREFORE, the Developer declares that the real property described in ARTICLE II, and such additions thereto as may hereafter be made pursuant to ARTICLE II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. Note: The Developer is making it clear that all real property described in the Declaration, plus property added later, are subject to the covenants, restrictions, easements, charges, and liens established in this document.

ARTICLE I
Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration, or upon the plat aforesaid, except the Fourth Revised Map of Bella Vista aforesaid, or any supplemental plat covered by this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Club" shall mean and refer to the Bella Vista Country Club. Note: The terms "Club" or the "Bella Vista Country Club", are interchangeable with the current legal name of Bella Vista Property Owners Association (POA).

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of ARTICLE II hereof. Note: Properties that are "subject to this Declaration or any Supplemental Declaration" are considered part of the POA. The phrase "Supplemental Declaration" means any additional Properties which have been added to the POA after the drafting of the original documents.

(c) "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of Owners of The Properties; and shall also mean and refer to any improvement designated by the Developer as Common Properties and intended to be devoted to the common use and enjoyment of owners of The Properties, and shall specifically include, but not to the exclusion of other improvements which may hereinafter be designated as Common Properties by the Developer, the following:

Roads and Streets not dedicated to the Public,
Lakes,
Golf Course,
Permanent Parks,
Permanent Recreational Plots, Water System.

Note: The amenities within the POA are located on Common Property (e.g., golf courses, lakes, parks, recreational areas, footways/trails, fitness facilities, etc.). With the founding of the City of Bella Vista in 2007,

most of the roads and streets within Bella Vista were dedicated to the City of Bella Vista for ownership, maintenance, repair, and expansion.

By way of emphasis, it is reiterated that Common Properties shall not mean any of the lands, lakes, parks, golf course, et cetera reflected upon the Fourth Revised Map of Bella Vista aforesaid. Note: The Fourth Revised Map included areas either formerly or commonly known as Old Bella Vista, Sunset Hotel, and The Heights. In 1965, some of the locations covered by the Fourth Revised Map had amenities already in place. The amenities which were in place at that time did not become Common Property and are not part of the POA. The Declaration and Protective Covenants is a forward-looking document, whereby future amenities developed by the Developer after May of 1965 would become Common Property and part of the POA. There are only a few amenities covered under the Fourth Revised Map that predate May 1965, and still exist. Lake Bella Vista predates May 1965, and is owned and maintained by the City of Bentonville.

(d) "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property; and also, those areas so designated from time to time by the Developer for the purposes aforesaid. Note: Most of the Limited Common Properties are located in areas controlled by the Bella Vista Townhouse Association, which are considered "specifically designated" areas. The use and enjoyment of amenities located in the Bella Vista Townhouse Association are limited to the Lot and Living Unit owners of the Townhouse Association. Individuals are encouraged to review the governing documents of the Bella Vista Townhouse Association.

(e) "Roads and Streets" shall mean and refer to every way for passage by vehicle, whether or not dedicated to the Owners exclusively or to the general public, and whether or not known by the name of road, street, avenue, place, lane or other name. The designation shall not mean private driveways. Note: With the founding of the City of Bella Vista in 2007, most of the roads and streets within Bella Vista were dedicated to the City of Bella Vista for maintenance, repair, and expansion. In a few isolated instances, the POA still owns and maintains certain roads and streets.

Note: Many of the following definitions are self-explanatory, requiring no further commentary.

(f) "Utility Easement" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Utility Easements" or as may be provided in or by this Declaration, or any Supplemental Declaration.

(g) "Reserved Properties" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Reserved Properties".

(h) "Lot" shall be the numbered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties. Also, the numbered lots referred to under Tract No. 1, ARTICLE II.

(i) "Commercial Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(j) "Residential Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(k) "Living unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(1) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.

(m) "Single Family Attached" shall mean and refer to any building containing one or more Living Units attached but each living unit located on a separate Parcel of Land.

(n) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of land.

(o) "A Parcel of Land" may be less than a lot, a single lot, more than a lot, or several lots, or a plot of land described by a metes and bounds description.

(p) "Owner" shall mean and refer to the Developer, any other record owner and the contract purchaser from the Developer, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties.

(q) “Member” shall mean and refer to all those persons or entities who are members of the Club as provided in ARTICLE. III, Section 1, hereof.

(r) “Associate Member” shall mean all those persons or entities who are associate members of the Club as provided in ARTICLE III, Section 3, hereof. Note: There are few, if any, associate members remaining. Associate members were more common in the early developmental years of Bella Vista.

ARTICLE II
Property Subject to This Declaration:
Additions Thereto

Section 1. Existing Property. The real property, which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located and situated in the County of Benton, State of Arkansas, to-wit:

TRACT NO. 1:

The following lots as reflected upon the Fourth Revised Map of Bella Vista of record in Plat Book D. page 46, of the records in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and subject to the “Dedication and Reservations” and other reservations and restrictions upon said map and with the understanding said map shall not be considered a subdivision plat hereunder and that no other property including, but not limited to, roads, streets, ways, and drives reflected upon said map shall in any wise be included hereunder, and the lots referred to being as follows: Note: The lots and tracts listed below are the original properties comprising the POA. Additional property has been added to the POA through various Supplemental Declarations. One must review the Supplemental Declarations to gain a complete understanding of the lots and tracts which have been added since the creation of the POA.

Lots A, 5, 7, 8, 10 through 38 both inclusive, 40, 42,43, 44, 46, 49, 51, 56, 57, 59, 60, 66, 71, 82, 86, 93, 94, 101, 102 and 103, Block 1;

Lots 25 through 32 both inclusive, and 36, 37 and 38, Block 4:

Lots 5, 6, 7, 8 and 9, Block 5;

Lots 5, 6, 10, 11, 12, 13 and 18 through 23 both inclusive, Block 7;

Lots 1, 2, 3, 4, and 7 through 34 both inclusive, Block 8; Lots 1, 2, 4, 5, 6, 9 through 23 both inclusive, 26, 27, 29 and 30, Block 9;

Lots 2, 3, 4, 5, 6, 12, 15, 16, 17, 18, 19, 23, 24, 25, 26 and 27 Block 10;

Lots A, B, I through 15 both inclusive, 17 through 27 both inclusive, 31 through 38 both inclusive, 52 through 73 both inclusive, Block 11;

Lots 3, 9, 25 through 33 both inclusive, 35 through 45 both inclusive, and 47 through 55 both inclusive, Block 12;

Lots 2, 3, 6, 7, 16, 18 and 19, Block 13;

Lots 1, 2, 3, 4, 8, 9 and 10, Block 14;

Lots 10, 17, 18, 21, 22, 23, 24, and 27 through 36 both inclusive, Block 15;

Lots 1 through 11 both inclusive, Block 16;

Lots 1 through 11 both inclusive, and 13 through 17 both inclusive, Block 17;

Lots 11, 12 and 13, Block 18;

Lots 1 through 5 both inclusive, and 7 through 14 both inclusive, Block 19;

Lots 6, 11, 12, 34, and 53 through 63 both inclusive, Block 20;

Lot 24, Block 21;

Lots 1, 2, and 4 through 11 both inclusive, Block 22;

Lots 18 through 23 both inclusive, 25, 26, 27, 28, 31,36 through 40 both inclusive, 42 and 43, Block 23;

Lots 18, 23 through 43 both inclusive, and 45 through 48 both inclusive, Block-32;

Lots A, 5, 7, 11, 12, 16 through 21 both inclusive, 23, 25 through 29 both inclusive, 35 through 43 both inclusive, 47 through 50 both inclusive, and E ‘h of 52, Block 33;

Lots 6 through 24 both inclusive, Block 35;

Lots 1 through 13 both inclusive, and 15, Block 36;

Lots 19 through 22 both inclusive, 26, 27, 28, 33, 34, 39, 41, 44, 47, 48, 53 through 59 both inclusive, 62, 68 through 72 both inclusive, and 74 through 101 both inclusive, Block 38;

Lots 14 through 17 both inclusive, Block 39;

Lots 1 through 19 both inclusive, 22, 26, 27, 38 through 44 both inclusive, 46, and 47, Block 40;

Lots A, 1, and 3 through 7 both inclusive, Block 41; Lots 9 through 11 both inclusive, and 14, Block 42; Lots 1, 9, 10, 12, 14, 17, 18, 19, 22, and 32 through 41 both inclusive, Block 46;

Lots 1 through 8 both inclusive, Block 48;
Lots 2, 3, 4, 5, 7, 8, 9, 10, and 14 through 29 both inclusive, Block B;

Lots 1 through 43 both inclusive, Block D;

Lots 1 through 8 both inclusive, Block E;

Lots 1 through 20 both inclusive, Block H.

TRACT NO. 2:

A parcel of land lying in Sections 21 and 22, Township 21 North, Range 31 West of the Fifth Principal Meridian, Benton County, Arkansas, more particularly described as follows:

Beginning at the quarter section comer of Sections 21 and 22, Township 21 North, Range 31 West of the Fifth Principal Meridian, Benton County, Arkansas, thence South 65 degrees 38 minutes West, 673.82 feet to a point, said point being the point of beginning. Thence South 980.00 feet to a point; thence South, degrees 43 minutes East, 595.39 feet to a point, thence South 19 degrees 39 minutes East, 148.66 feet to a point; thence South 29 degrees 45 minutes East, 241.88 feet to a point; thence South 38 degrees.59 minutes East, 135.08 feet to a point; thence South 52 degrees 42 minutes East, 132.00 feet to a point; thence South 75 degrees 58 minutes East, 164.92 feet to a point; thence North 18 degrees 52 minutes East, 618.22 feet to a point; thence North 82 degrees 48 minutes East, 917.24 feet to a point; thence South 29 degrees 45 minutes East, 201.57 feet to a point; thence South 55 degrees 26 minutes East, 143.07 feet to a point; thence South 45 degrees 00 minutes East, 95.00 feet to a point; thence South 65 degrees 00 minutes East, 160.00 feet to a point; thence South 7X degrees 21 minutes East, 40.84 feet to a point; thence North 29 degrees 24 minutes East, 75.53 feet to a point; thence North 28 degrees 37 minutes East, 193.08 feet to a point; thence North 12 degrees 48 minutes East, 79.18 feet to a point; thence South 84 degrees 34 minutes East. 61.75 feet to a point; thence South 74 degrees 03 minutes East 137.74 feet to a point: thence South 62 degrees 06 minutes East, 229.21 feet to a point; thence North 39 degrees 48 minutes East, 41.04 feet to a point; thence South 62 degrees 06 minutes East, 35.00 feet to a point; thence South 84 degrees 00 minutes East, 120.00 feet to a point; thence North 1 degree 34 minutes West, 125.00 feet to a point; thence East, 78.31 feet to a point; thence North 14 degrees 00 minutes East, 61.97 feet to a point; thence North 23 degrees 38 minutes East, 87.32 feet to a point; thence North 34 degrees 17 minutes East, 133.13 feet to a point; thence North 39 degrees 22 minutes East, 252.23 feet to a point; thence North 28 degrees 37 minutes East, 125.31 feet to a point; thence North 19 degrees 39 minutes East, 74.33 feet to a point; thence North 10 degrees 37 minutes West, 81.39 feet to a point; thence North 22 degrees 15 minutes West, 406.58 feet to a point; thence and on a curve to the left having a degree of curvature of 21 degrees 27 minutes 41 seconds, an arc distance of 90.94 feet, thence North 46 degrees 25 minutes West, 80.00 feet to a point; thence South 43 degrees 35 minutes West, 50.00 feet to a point, thence North 27 degrees 33 minutes West, 449.00 feet to a

point; thence North 32 degrees 54 minutes East, 202.47 feet to a point; thence North 50 degrees 26 minutes East, 180.59 feet to a point; thence North 39 degrees 30 minutes West, 255.00 feet to a point; thence North 50 degrees 30 minutes East, 135.00 feet to a point; thence North 36 degrees 28 minutes West, 170.19 feet to a point; thence South 71 degrees 22 minutes West, 445.97 feet to a point; thence South 77 degrees 54 minutes West, 96.90 feet to a point; thence North 8 degrees 45 minutes West, 97.44 feet to a point; thence North, 16.94 feet to a point; thence West, 185.00 feet to a point; thence North 41 degrees 03 minutes West, 205.53 feet to a point; thence North 89 degrees 33 minutes West, 635.02 feet to a point; thence South 71 degrees 34 minutes West, 189.74 feet to a point; thence South 55 degrees 11 minutes West. 280.15 feet to a point; thence South 89 degrees 23 minutes West, 338.48 feet to a point, thence North 37 degrees 38 minutes West, 170.00 feet to a point; thence South 52 degrees 22 minutes West, 9.77 feet to a point; thence North 37 degrees 38 minutes West, 125.00 feet to a point; thence South 52 degrees 22 minutes West, 236.91 feet to a point; thence South 73 degrees 04 minutes West, 42.60 feet to a point; thence South 52 degrees 22 minutes West 53.62 feet to a point; thence South 30 degrees 15 minutes West, 204.11 feet to a point; thence South, 67.34 feet; thence along a curve to the left, having a degree of curvature of 11 degrees 53 minutes, 51 seconds an arc distance of 100.73 feet to a point; thence East, 40.00 feet to a point; thence South, 80.00 feet to a point; thence East 10.00 feet to a point; thence and on a curve to the right having a degree of curvature of 5 degrees 51 minutes 36 seconds an arc distance of 145.54 feet to a point; thence South 3 degrees 11 minutes West, 206.06 feet to a point; thence South 77 degrees 03 minutes West, 182.75 feet to a point; thence South 35 degrees 00 minutes West, 55.00 feet to a point; thence North 51 degrees 36 minutes West, 207.05 feet to the point of beginning and containing in all 156.26 acres, more or less.

Section 2. Additions to Existing Property. Additional lands of the Developer may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the development, provided that such additions are in accord with the General Plan of Development which has been prepared and heretofore made public prior to the date of this Declaration and prior to the sale of any Lot, and provided such proposed additions, if made, will become subject to assessment for their just share of Club expenses. UNDER NO CIRCUMSTANCES shall this Declaration or any Supplemental Declaration or such General Plan bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of land shown upon such General Plan, or in anywise preclude the Developer, its successors and assigns, from conveying the lands included in the General Plan, but not having been made subject to this Declaration or any Supplemental Declaration as herein provided, free, and clear of such Plan, as well as free and clear of this Declaration or any Supplemental Declaration. Note: The Developer, its successors, and assigns, shall have the right to add additional properties to the POA. This is a declarative right owned by the Developer which gives them unilateral authority to expand the POA at any time. Any properties added to the POA would be subject to assessments.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property, and the Owners, including the Developer of Lots and Living Units in such additions shall immediately be entitled to all privileges herein provided. Note: This paragraph describes the filing requirements for a Supplemental Declaration for adding additional properties to the POA.

(c) Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, and add to the covenants established by this Declaration within the Existing Property. Note: The Developer could establish complementary regulations through a Supplementary Declaration, provided these regulations are not contradictory to those established through the Declaration. The Developer could add a new subdivision, for example, which requires all houses to have at least 3,000 square feet. The Developer couldn't, within that Supplemental Declaration, require all other already existing subdivisions to also have 3,000 square feet.

Section 3. Additions Limited to Developer.

No one other than the Developer, its successors, and assigns, shall have the right to subject additional lands to the covenants and restrictions contained in this Declaration, unless the Developer, its successors and assigns, shall indicate in writing to the Club that such additional lands may be included hereunder. Note: This section further clarifies that only the Developer, its successors, and assigns, shall have the declarative right to add additional lands and properties to the POA. Written notice to the POA is required of the addition of lands and properties.

ARTICLE III
Membership and Voting Rights in the Club

Section 1. Membership. The Developer, its successors and assigns shall be a member of the Club so long as it shall be the record owner of a fee, or an undivided fee, interest in any lot or Living Unit which is subject by covenants of record to assessment by the Club, and the Developer shall also be a member until it is paid in full for every such Lot or Living Unit which it shall sell. Also, every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Club and who shall have paid the Developer in full for the purchase price of the Lot or Living Unit shall be a member of the Club provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of all obligation shall not be a member. Note: Throughout this document there are references to Lot and Living Units, also commonly referred to as unimproved and improved lots. The rights of Lots and Living Units are the same. The only exception is the annual assessments charged for unimproved Lots compared to Living Units (improved lots).

Section 2. Voting Rights. Every member of the Club shall be entitled to one vote in the election of directors of the Club, but for all other purposes there shall be two classes of voting memberships:

Class A. Class A members shall be all those persons or entities as defined in Section 1 with the exception of the Developer, who have paid the Developer in full for the purchase price of the Lot or Living Unit. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit. Note: Lot or Living Unit owner(s), that are in Good Standing, have one vote per Lot or Living Unit. If there are multiple owners of a Lot or Living Unit, they must determine amongst themselves how to cast the vote. Member in Good Standing shall mean one whose assessments and/or fees to the Association are no more than 90 days past due as determined by management and show privileges are not currently suspended.

Class A members encompass the bulk of the approximately 39,000 Lots and Living Units in Bella Vista. As of November 2023, there are approximately 16,000 Living Units and approximately 23,000 unimproved Lots in Bella Vista. Whether a member owns an unimproved Lot or Living Unit, they are still afforded the same rights.

Class B. Class B member shall be the Developer. The Class B member shall be entitled to ten votes for each Lot or Living Unit of which it is the record owner and which is subject by covenants of record to assessment by the Club until it shall have conveyed the Lot or Living Unit by deed to a purchaser and shall have been paid in full for such Lot or Living Unit. The Developer shall continue to the right to cast votes as aforesaid (ten votes for each Lot or Living Unit) even though it may have contracted to sell the Lot or Living Unit or may have same under a mortgage or deed of trust. Note: Currently, Class B Lots or Living Units are owned exclusively by the Developer. Class B Lots and Living Units may not cast a vote for the election of members of the Board of Directors for the POA. As of the last vote that Class B Lots and Living Units participated in (October 2022), there were only five Lots or Living Units which cast votes.

Regarding voting to increase annual assessments or special assessments, Class A and Class B votes are counted separately during the voting process. In other words, while Class B members are entitled to ten votes per Lot or Living Unit and Class A lots are only entitled to one vote per Lot or Living Unit, the Class B votes are counted separately from the Class A votes, so there is no unfair dilution of Class A votes. For an issue to pass, at least 51% of both Class A and Class B votes must vote in the affirmative.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Note: This sentence clarifies that a Lot with a Living Unit (e.g., a single-family home) upon it, still only gets one vote. In other words, the member does not receive two votes since they own a Lot with a Living Unit situated on the Lot.

Section 3. Associate Members. Every person or entity who has entered into a contract of purchase with the Developer covering a Lot or Living Unit which is subject by covenants of record to assessment by the Club and who has not paid the Developer in full for the purchase price of the Lot or Living Unit shall be an associate member of the Club. An associate member shall be entitled to all of the privileges of a member except the right to vote in the election of directors, or otherwise. Rescission of a contract of purchase by Developer for any reason shall terminate the associate membership or memberships incident to the contract of purchase rescinded. Note: There are few, if any, associate members remaining. Associate members were more common in the early developmental years of Bella Vista.

ARTICLE IV

Utility Easements

Section 1. Reservations of Utility Easements. Developer, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable an releasable easement, privilege and right on, over and under the ground as hereinafter designated of The Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Properties upon The Properties and on, in, over and under all of the easements including, but not limited to, Roads and Streets, shown on any subdivision plat of The Properties (whether such easement are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 5-foot strip at the back of each lot of The Properties and on, in, over and under a 5-foot strip along the interior of all side lot lines of each lot of The Properties and on, in, over and under a 5-foot strip at the front of each Lot of The Properties. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to in this Section. The owners other than the Developer, of the lot or lots subject to the privileges, rights and easements referred to in this Section I shall acquire no right, title, or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights, and easements. All such easements, including those designated on any plat of The Properties, are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. Note: With this section, the Developer is making their rights clear with regards to utility easements.

ARTICLE V
Reserved Properties

Section 1. Real Properties Designated as "Reserved Properties" are Reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as "Reserved Properties", shall remain the privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said areas or any portion of same, and neither this Declaration or any Supplemental Declarations or the plats in connection with same shall in anywise apply to such "Reserved Properties" unless at a later time same shall be included under the provisions of the Declaration or a Supplemental Declaration as provided in ARTICLE II hereof. Note: The Developer has the right to designate certain properties they own as Reserved Properties. In many instances, Reserved Properties are areas the Developer designated for future development. It is the Developer's sole right to determine whether the Reserved Properties will be developed and how Reserved Properties will be developed. The Developer must comply with all applicable local and state ordinances when developing Reserved Properties.

Section 2. Utilities Reserved from Declaration.
Utilities, except the water system, are specifically reserved unto the Developer. It is contemplated utilities for the Properties with the exception of the water system shall be furnished by companies so engaged in the vicinity of The Properties and the Developer retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the Developer, as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to:

Natural, Liquified or Manufactured Gas System,

Electrical System,

Telephone System,

Antenna Television Transmission and

Distribution Facilities and System.

Note: Since the creation of the POA in 1965, it was the intent to have the POA own and operate the water system.

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated to do so, organize a company, or companies, to furnish such utility services, and shall have the right to enter into agreements with such company, or companies, to furnish the utility services reserved, or any of them, even though such company, or companies, so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same. Note: The Developer no longer provides any utilities within Bella Vista. The water system is owned and operated by the POA. Village Waste Water, which provides sewer service to

certain limited areas, is a separate entity controlled by neither the Developer nor the POA. Other utilities such as Carroll Electric, AT&T, Cox Communications, etc. are also separate entities controlled by neither the Developer nor the POA.

ARTICLE VI
Plan for Construction and Maintenance of Common Properties

Section 1. Water System. It is contemplated the water system shall be constructed by the Developer but will be a part of the Common Properties. However, the Developer shall be the sole judge as to the time when the water system shall be constructed and shall also be the sole judge as to when such system shall be extended from time to time. In the event the Developer shall decide it is not economically feasible to extend the water system to a particular area, it shall not be obligated to do so. The cost of the maintenance, capital improvements, operation, taxes and other expenses incident to the water system, and operation of same, shall be paid from assessments against each Lot and Living Unit as herein provided and from charges made to Owners for furnishing such service at such prices as shall be fixed from time to time by the Board of Directors of the Club. It is specifically provided that the water service will not be furnished to the public for compensation, and to the contrary such water service will be limited to Owners, as herein defined, and in the event the water service is made available to other than Owners, there will be no charge to such persons or entities, unless the Club shall have complied with the applicable Arkansas law relative to the sale of water to the public for compensation. Note: The POA is the owner and operator of the water system in the POA. The Board of Directors of the POA has the sole authority to fix prices for water service, although there are certain state laws the POA must adhere to regarding the water system. From the onset it was established that the water system would be owned and operated by the POA.

The Developer, successors and assigns, has the "declarative" right to determine when the water system shall be extended from time to time. While the POA owns and operates the water system, the POA does not have the legal authority to refuse the Developer's right to extend the water system. Likewise, the POA does not have the legal authority to expand the water system without the approval of the Developer.

Throughout Bella Vista, there are properties that lie within the limits of the City of Bella Vista that are not part of the POA. These properties are considered public and the POA can only provide water service to these properties at no compensation. As a result of this restriction, it is the practice of the POA Water Department to only provide water to properties that are part of the POA.

Section 2. Roads and Streets. It is contemplated the roads and streets shall be constructed by the Developer and that those roads and streets which are not dedicated to the general public will be a part of the Common Properties. However, the Developer shall be the sole judge as to when such roads and streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the roads and streets will be improved. In the event the Developer shall decide it is not economically feasible to extend improved roads or streets to a particular area, it shall not be obligated to do so. The cost of maintenance, capital improvements, operation, taxes, and other expenses incident to the roads and streets, regardless of whether dedicated to the public or as Common Properties, shall be paid from assessments against each Lot and Living Unit as herein provided. Note: With the founding of the City of Bella Vista in 2007, almost all the roads and streets within Bella Vista were dedicated to the City of Bella Vista for maintenance, repair, and expansion. In a few isolated instances, the POA still owns and maintains certain roads and streets.

Section 3. Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots. It is contemplated the Developer shall construct the Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots. The cost of maintenance, capital improvements operation, taxes, and other expenses incident to these Common Properties shall be the obligations of the Club, and shall be paid from assessments against each Lot and Living Unit as herein provided, and also from fees for the use of the Common Properties. The Developer shall be the sole judge as to the time when such Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots shall be constructed, and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient Lots or Living Units, it shall not be obligated to construct same. Note: During the founding and early expansion of Bella Vista, the Developer would pay for the initial cost to construct a new amenity, for example, a new golf course or lake. Upon completion of the new amenity, the Developer would transfer ownership of the amenity and the ongoing maintenance, capital improvements, operations, taxes, and other expenses to the POA. To pay for the ongoing maintenance and other expenses of the new amenity, the POA will utilize a combination of funds from assessments and proceeds from amenity usage fees. The Developer is not obligated to develop new amenities for the POA and has not done so in many years.

ARTICLE VII
Plan for Construction and Maintenance of Limited Common Properties

Section 1. Construction and Maintenance. The Developer shall construct the roads and streets to the extent of

cutting, grading, and graveling the roads and streets so that vehicles may traverse same. All other construction and maintenance, including payment of taxes, as to the Limited Common Properties shall be the obligation of the owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties. In order to perform such construction and maintenance the owners of the Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties may organize a non-profit corporation to be limited to membership to those owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties and the non-profit corporation shall have all of the powers, including the power to levy assessments against particular Lots and Living Units in order to obtain funds, as the Club has which are referred to in this Declaration. Note: The Bella Vista Townhouse Association is a non-profit organization organized for the management and maintenance of the Limited Common Properties. This section authorizes the Bella Vista Townhouse Association to charge an assessment which is in addition to the assessment charged by the Bella Vista POA.

Section 2. Upon the failure of the owners of the property entitled to the use and enjoyment of the particular Limited Common Properties to provide for the construction and maintenance of the particular Limited Common Properties, the Club may perform same and apportion the charge against the Lots and Living Units entitled to the benefit of the particular Limited Common Properties and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property. Note: The Bella Vista Townhouse Association has the right to collect assessments, and the failure to pay constitutes a lien against the property.

ARTICLE VIII
Property Rights of the Common Properties

Section 1. Members' and Associate Members' Easement of Enjoyment. Subject to the provisions of ARTICLE IV hereof and Section 3 of this ARTICLE VIII, every member and associate member, so long as the associate membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. Note: Members have the right to the use and enjoyment of the amenities, regardless of whether the individual property owner chooses to utilize the amenities or not. This right to use and enjoy the amenities is tied to the Member's ownership of a Lot or Living Unit. If a Member were to sell their Lot or Living Unit, the right to use and enjoy the amenities would transfer to the new owner.

Section 2. Title to Common Properties. The Developer shall convey the Common Properties to the Club after the construction of same is completed, or at an earlier time. Note: The POA is the deeded owner of Common Properties.

Section 3. Extent of Members' and Associate Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and/or the Club to borrow money for the purpose of constructing, improving, and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering said properties. In the event of default upon any such mortgage the lender shall have a right, after taking possession of such properties to charge service or use charges, admission and other fees as a condition to continued enjoyment by the Members and Associate Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Club and all rights of the Members and Associate Members shall be fully restored; and Note: the POA has the right to borrow funds to construct, improve, or maintain Common Property. For example, the POA entered into a loan in 2022 to fund the renovation of the Bella Vista Recreation Center.

(b) the right of the Club to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Club to suspend the enjoyment rights of any Member or Associate Member for any period during which any assessment, service or use charge remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and Note: The POA has the authority to suspend a Member for any infraction for up to thirty days. During a suspension of membership privileges, the Member is prohibited from using any POA amenity. The POA is not allowed to fine Members.

(d) the right of the Club to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the Common Properties; and Note: The POA has the right to charge reasonable amenity usage fees. For example, the POA can charge members green fees to play golf, a boat registration fee for lake usage, etc.

(e) the right of the Club to make the golf course and the lakes available by lease, or otherwise, subject to

subparagraph (g) hereof, to another country club, which shall be a non-profit corporation with the right of the other country club to charge dues to members and associate members and permit persons who are not members or associate members to become members of the other country club for a membership payment and also for payment of dues, and with the understanding the other country club shall have the right to make rules and regulations which shall be enforceable as to members and associate members; and Note: Hot Springs Village POA provides a good example of the meaning behind this paragraph. Hot Springs Village was created by Cooper Communities, Inc., and is a sister community of the Bella Vista POA, with similar governance. At Hot Springs Village, they have created a private club within their membership. This private club provides separate benefits to the private club's membership, with the authority to charge dues and create rules and regulations. The Bella Vista POA does not offer a similar private club but does have the option to do so.

(f) the right of the Club to limit the number of members or associate members per Lot or Living Unit who may be entitled to the benefit of the easement of enjoyment as to the Common Properties by reason of ownership of contract of purchase of a Lot or Living Unit; and Note: The POA limits who can enjoy membership privileges to just two designated members per Lot or Living Unit. This limit of two designated members is in place to prohibit a member from designating an unreasonably high number of individuals who can enjoy membership privileges for a single Lot or Living Unit.

(g) the right of the Developer until all Lots and Living Units located within The Properties shall have been sold to make use of the Common Properties to encourage sales; and Note: During the developmental years of the POA, the Developer would utilize the Common Properties and amenities to market the sale of lots. The Developer has not exercised this right in a long time.

(h) the right of individual members and associate members to the exclusive use of parking spaces as provided in Section 4 hereof; and

(i) the right of the Club to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless such action shall be approved by a vote of 51 % of the votes of each class of membership, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken. Note: For the POA to dedicate or transfer Common Property to any public agency, authority, or utility, requires a vote with the approval of the membership by 51%, with proper notice given.

Section 4. Parking Rights. Subject to reasonable rules and conditions, the Club shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of members or associate members residing therein, their families and guests. The use of such space by any other member, associate member, or person may be enjoined by the Club or the members or associate members entitled thereto. The right of the exclusive use of such parking space and to its maintenance and designation by the Club shall be appurtenant to and shall pass with title to each Living Unit. Note: The Architectural Control Committee (ACC) has governance over such issues as street parking and the restriction against RV/boat parking in driveways. A review of the ACC governing documents is encouraged. The Bella Vista Townhouse Association does have governance over parking in areas controlled by the Townhouse Association. A review of the Bella Vista Townhouse Association governing documents is encouraged.

ARTICLE IX
Property Rights of the Limited Common Properties
Note: Limited Common Properties are managed by the Bella Vista Townhouse Association. A review of the Townhouse Association governing documents is encouraged.

Section 1. Owners' Easement of Enjoyment. Lands designated upon plats as "Limited Common Properties", and also as may be so designated from time to time by the Developer, shall be devoted to the common use and enjoyment of the owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other owners of Lots and Living Units upon The Properties. The owners of the specifically designated Lots and Living Units, subject to ARTICLE IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be ap-appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until the owners of Lots and Living Units entitled to the easement of enjoyment as to the particular Limited Common Properties shall have constructed the permanent improvements thereon and provided for maintenance of same. At such time the Developer shall convey the title to the particular Limited Common Properties to such entity as the owners shall direct, and on failure of the owners to perform or direct the conveyance of the title as to the particular Limited Common Properties, then the Developer shall convey to the Club and it shall

perform as provided in Section 2, ARTICLE VII hereof.

ARTICLE X
Covenant for Maintenance Assessments

Section 1. Creation of Lien. The Developer for each Lot and Living Unit owned by it within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Club: (1) annual assessments of charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Note: Assessments are considered a lien against the property. If assessments are not paid, no additional filing of a lien against the property is required. Whether a buyer has been notified or not notified of the obligation to pay assessments and whether they have been notified or not that the property is part of the Bella Vista POA, they are still obligated to pay assessments and are part of "The Properties" of the POA.

Section 2. Purpose of Assessments. The assessments levied hereunder by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of roads and streets within The Properties, even though same have been dedicated to the public. Note: This paragraph uses very broad language to describe the purpose and acceptable usage of assessments.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1970, the annual assessment shall be $60.00 per Lot or Living Unit. From and after January 1, 1970, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years. Unless the annual assessment shall be increased as aforesaid, it shall remain at $60.00 per Lot or Living Unit. Note: Prior to 1970, the assessments were $5.00 per month or $60.00 per year per Lot or Living Unit. In accordance with the voting requirements of the membership to increase assessments, the assessments have been raised numerous times since the founding of the POA. As of March 1, 2023, the assessments for Living Units (improved Lots) were $40.00 per month or $480.00 per year and for unimproved Lots were $16.00 per month or $192.00 per year. If the membership approves an increase in assessments, the assessments may not increase for a period of three years. This three-year moratorium applies only in the event of a successful assessment increase vote. If the membership rejects a proposed increase in assessments, the three-year moratorium does not apply and a subsequent vote to seek an increase in assessments within three years would be allowed. The requirements of a membership vote on increasing assessments are covered later in this document.

The Board of Directors of the Club may, after consideration of current maintenance costs and future needs of the Club, fix the actual assessment for any year at a lesser amount. Likewise, the Board of Directors of the Club may, after consideration of the lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount. Note: While possible, the lowering of assessments would not likely be practical. It would be critical for the Board of Directors to have a full understanding of the future needs of the POA before contemplating lowering assessments. Since determining the future needs of the POA can be highly unpredictable, the Board of Directors would need to proceed with extreme caution to meet their fiduciary responsibilities. Given the ever-increasing impact of inflation, it is doubtful the Board of Directors would vote to decrease assessments. If the Board of Directors were to vote for a decrease in assessments, such vote would be effective for only one year, with assessments automatically increasing to previous levels in the next year. Assessments would increase back to the previous level approved by the membership without an additional vote of the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Club 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 or reconstruction, unexpected repair or replacement of the roads and streets within The Properties, even though same may have been dedicated to the public, and also a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 % of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. The

Board of Directors of the Club may, after consideration of lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount. Note: The POA has the right to hold a vote of the membership to approve a special assessment. If approved by the membership, a special assessment would only be in place for a single year, compared to an annual assessment increase which would carry forward into the future. The funds for the special assessment can only be used for a specific capital improvement on Common Properties. At least in recent history, a special assessment vote has not been attempted.

Section 5. Change in Basis of Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the purpose therein specified, the Club may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of 51 % of the votes of each Class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. Note: At least 51% of both Class A and Class B Members in Good Standing must vote in favor ("assent") for a proposed increase in assessments to be approved. For example, if 50.6% of Members vote in favor of increasing assessments, the issue would still fail since the requirement to pass is that at least 51% must vote in favor. There are also quorum requirements for such votes which are covered in the following section.

If the Board determines that an increase in the assessments is warranted, the Board, within reason, is allowed to endorse and promote a vote to increase the assessments. Additionally, the Board can direct the management team of the POA to endorse and promote an increase.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The Quorum of any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast 50% of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 90 days following the preceding meeting. Note: For a special assessment or annual assessment vote, there is a quorum requirement of 50% for members in good standing. The quorum requirement can be a significant threshold given the size of the membership. In recent history, annual assessment votes have either narrowly missed or narrowly exceeded the 50% quorum requirement. If the 50% threshold is not met, the quorum requirement is reduced to 25% in a subsequent vote, provided the vote is taken within 90 days. The provision for a subsequent vote to be taken within 90 days, further emphasizes that a subsequent vote can be taken following the failure of an initial vote (Article X Section 3).

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Club to be the date of commencement. Note: The most recent increase in annual assessments approved by the membership went into place on March 1, 2023.

The first annual assessments shall be for the balance of the calendar year and shall be apportioned over the remaining months of such calendar year, and payments shall be payable on the 1st day, or such other day as may be fixed by the Board of Directors of the Club, of each month for the remainder of the calendar year. The assessments for any year, after the first year, shall become due and payable on the first day, or such other day as fixed by the Board of Directors of the Club, of January of said year, and shall be apportioned over 12 months and the first payment shall be payable on such day of January as fixed aforesaid and the remaining payments payable on the same day of each month thereafter for the remainder of the year. In the event of default as to a monthly payment, and if the default is not remedied within 30 days, the Club shall have the option of declaring the assessment for the entire year due and payable. Note: After the first annual assessments were paid, subsequent assessments have historically been due on January 1st of each year, although the Board of Directors has the authority to change the actual day in January the assessments become due. While the annual assessments may be paid in one lump sum, the POA also allows equal monthly installments of the annual assessments as provided in this section.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period. Note: If Lots are added to the POA in the middle of the year, those Lots are not subject to a full year of assessments, only that portion of the assessments proportional to the number of months for which they are a part of the POA.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, and it shall also be payable monthly with the same option on the part of the Club in the event of default. Note: Special assessments are payable in the same manner as the regular annual assessments.

Section 8. Duties of the Board of Directors. The Board of Directors of the Club shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Club and shall be open to inspection by any Owner. Note: Once the membership has voted and approved a special or annual assessment increase, the next step is for the Board of Directors to formally vote to approve the increase. The last step in the process is for the POA to mail an official notice to the membership at least 30 days in advance of the implementation of the assessment increase.

Written notice of the assessment may thereupon be sent to every Owner subject thereto. The Club shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Club, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Note: The owner of a Lot or Living Unit is entitled to an official statement signed by a POA officer setting forth whether the owner has paid their assessments.

Section 9. Delegation of Collection of Assessment. The Club may delegate the collection for its use and benefit (Club) of the assessments herein provided to the Developer, its successors and assigns. Due to the common interest of the Developer and the Club, the Club in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot or Living Unit. Note: The POA does not delegate the collection of assessments to the Developer but could do so under this provision.

Section 10. Effect of Non-Payment of Assessment; The Lien; Remedies of Club. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Club to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. Note: A failure to pay assessments is considered a lien on the property. Interest and costs associated with collecting the unpaid assessments are considered part of the lien.

If the assessment is not paid as provided in Section 7 and the Club shall declare the entire assessment due and payable, the assessment shall bear interest from date of delinquency at the rate of 6 % per annum, and the Club may foreclose the lien against said property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. Note: The POA can charge interest on delinquent assessments of 6% per annum. Interest and costs associated with collecting the unpaid assessments are considered part of the lien.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be sub-ordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Note: Liens from unpaid assessments are subordinate to a first mortgage or first deed of trust. The sale or transfer of a Lot or Living Unit which has a lien from unpaid assessments is still a lien with the POA which must be settled at or prior to closing. The sale of transfer does not relieve the new owner of this obligation. Buyers are encouraged to confirm the status of assessments on a property they intend to purchase.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: Note: The below types of properties are not required to pay assessments since the POA would effectively be paying assessments to itself.

Common Properties,
Limited Common Properties,
Utility Easements and all other Easements,
Reserved Properties Utilities,
Golf Course and Lake or Lakes,
if constructed by Developer.

ARTICLE XI

Party Walls

Note: Article XI no longer applies to the POA. Property owners who have a party wall are encouraged to look at the governing documents for the Bella Vista Townhouse Association.

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing lines between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of his Articles, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE XII
Architectural Control Committee

Note: The Declaration and Protective Covenants are the source documents for the creation of both the POA, the Bella Vista Townhouse Association, and the ACC. While the three entities were created through the same document, the POA, Bella Vista Townhouse Association, and ACC are wholly separate entities. Article XII applies specifically to the ACC. The POA has no authority over the ACC, nor does the POA have the authority to modify the governing documents of the ACC.

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of Developer, or by an Architectural Control Committee composed of 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Note: Please take note, the Developer's Board of Directors that is referenced in this paragraph is separate from, and is not the POA's Board of Directors.

ARTICLE XIII
Exterior Maintenance

Note: With the creation of the City of Bella Vista in 2007, the monitoring of Lots or Living Units that are in disrepair is divided between the City and the ACC. Individuals are encouraged to view the governing documents of the ACC and the ordinances of the City of Bella Vista to determine which entity should be contacted based upon the infraction. By practice, the POA does not provide exterior maintenance to Lots or Living Units that are in disrepair.

Section 1. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance as to buildings or grounds the Developer or the Club may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Lot or Living Unit is subject under ARTICLE X hereof and, as part of such annual assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in ARTICLE X hereof. Upon collection by the Club,

the cost shall be paid to Developer, if the Developer has performed the work.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this ARTICLE XIII, the Developer or the Club through its respective duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE XIV
Protective Covenants

Attached hereto as "Exhibit 1 "and made a part hereof as fully as though contained herein word for word are the protective covenants relative to The Properties as well as any other lands which may be added as provided in ARITCLE II hereof. Every provision of this Declaration shall apply as fully as to the protective covenants as if same were set forth herein word for word.

ARTICLE XV
General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 26 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, That no such agreement to change shall be effective unless made and recorded 3 years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken. Note: This section contemplates the steps that need to be taken to change the Declaration, specifically the requirements, timing, and notifications which are required to change the Declaration. Of the steps that need to be taken, the two-thirds requirement is potentially the most challenging to accomplish. Of the approximately 39,000 Members of the Bella Vista Property Owners Association, at least two-thirds or approximately 26,000 Members, must vote yes ("assent") for the vote to amend the Declaration to be approved. Since historically it has been challenging to get more than 20,000 Members to participate in even the most noteworthy of votes, let alone to get 26,000 Members to all vote yes, it would be extremely challenging for a vote to change the Declaration to be successful.

Section 2. Notices. Any notice given or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Associate Member or Owner on the records of the Club at the time of such mailing. Note: For any votes of the membership or any notice for the membership, the POA is required to mail such information to the last known mailing address of the Members in Good Standing. While it would be more cost effective to electronically send ballots to the membership for voting, this section outlines that a ballot is required to be sent to each Member in Good Standing by US Mail. In accordance with state law, electronically sent ballots may serve as a companion method of voting, provided a ballot is still sent vial US Mail. In 2016, there were only three candidates running to fill three open seats on the Board of Directors. While the results of the election were a foregone conclusion, the POA was still required to mail ballots to the membership.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Note: Anyone who owns property governed by the Declaration and Protective Covenants, may litigate to enforce the covenants and restrictions contained within the document. While the POA makes a concerted effort to resolve issues amicably, at times the POA uses this authority to enforce its lien for assessments through foreclosure actions.

Section 4. Assignment Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights, or obligations of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immediately be released and discharged as to any and all liability incident to such reservation, right or obligation. Note: The Developer retains the authority to sell or transfer their rights as Developer to a third party. The POA has no control over the rights the Developer retains.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, CHEROKEE VILLAGE DEVELOPMENT COMPANY, INC. joined by BELLA VISTA COUNTRY CLUB for the purposes of indicating its agreement to perform the obligations placed upon it by this instrument, have caused this Declaration to be executed by their respective corporate officers, who are duly authorized to so execute same, in multiple counterparts, any one of which shall be deemed an original, this 18 day of May, 1965.

CHEROKEE VILLAGE
DEVELOPMENT COMPANY. INC.
By: JOHN A. COOPER
President

ATTEST:

MILDRED B. COOPER
Secretary

BELLA VISTA COUNTRY CLUB
By: JOHN A. COOPER, JR.
President

ATTEST:

EDWIN J. PEASE
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named JOHN A. COOPER and MILDRED B. COOPER, to me personally well known, who stated that they were the President and Secretary of Cherokee Village Development Company, Inc., an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of May, 1965.

JOSEPHINE R. HEYLAND
Circuit Clerk

By: ELLEN CASEY, D.C.

My commission expires:

Term of office

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF BENTON

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named JOHN A. COOPER, JR. and EDWIN J. PEASE to me personally well known, who stated that they were the President and Secretary of BELLA VISTA COUNTRY CLUB, an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed. executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of May, 1965.

JOSEPHINE R. HEYLAND
Circuit Clerk

By: ELLEN CASEY, D.C.

My commission expires:

Term of office

PROTECTIVE COVENANTS

Note: The Declaration and Protective Covenants are the source documents for the creation of the POA, the Bella Vista Townhouse Association, and the ACC. While the three entities were created through the same documents, the POA, Bella Vista Townhouse Association, and ACC are wholly separate entities, with separate areas of authority and responsibility. The Protective Covenants apply specifically to the Architectural Control Committee. ~~The POA has no authority over the ACC, nor does the POA have the authority to modify the governing documents of the ACC.~~ Keep in mind, the Protective Covenants were created in 1965, and much has changed since their creation. Bella Vista was officially incorporated as a city on January 1, 2007. City ordinances and existing state statutes may now supersede the regulations found in these Protective Covenants. ~~The primary change which has occurred was the creation of the City of Bella Vista. With the creation of the City, enforcement of some of the below provisions is now administered by the City.~~ Individuals are encouraged to research the ACC's governing documents and the City's ordinances to ensure they have a full understanding of the regulations in place to avoid any confusion. In 2024, Cooper Communities, Inc. sold their Developer rights to Blue Crane, a Bentonville, Arkansas based company.

NOTE: On August 1, 2026, the Developer assigned the management of the Architectural Control Committee (ACC) to the Bella Vista Property Owners Association (POA). The Developer retains the right to revoke this assignment

1. Application. These Protective Covenants shall apply to all of the Existing Properties except the Lots referred to under Tract No. 1, ARTICLE II. Same shall also apply to additions to Existing Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

2. Architectural Control Committee. When the Architectural Control Committee, hereinafter referred to as A.C.C., is alluded to in these Protective Covenants it shall mean either the Board of Directors of the Developer or the Architectural Control Committee appointed by the Board of Directors pursuant to ARTICLE XII of the Declaration. The provisions of ARTICLE XII of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and ARTICLE XII of the Declaration. Note: Take note, the Developer's Board of Directors is referenced in this paragraph, not the POA's Board of Directors.

3. Amendment, Rescission or Additions. The Board of Directors of the Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for Single Living Units". Note: Take note, the Developer's Board of Directors is referenced in this paragraph, not the POA's Board of Directors. The Developer has the right to transfer their rights as Developer to a successor company or to sell ("assign") their rights to a third party. The POA has no authority to block the Developer from transferring their rights to a successor or assignee. In 2024, Cooper Communities, Inc. sold their Developer rights to Blue Crane, a Bentonville, Arkansas based company.

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, et cetera by the A.C.C. As to Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multi-family Structure) which shall be permitted. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a MULTIFAMILY structure. Provisions of ARTICLE XII shall control as to kind, shape, height, materials, et cetera in regard to all structures erected upon or moved upon Residential Lots. Note: Zoning, minimum square footage, and other such characteristics discussed in this paragraph do not fall under the authority of the POA. Keep in mind, the Declaration and Protective Covenants were written before the creation of the City of Bella Vista in 2007. Individuals are encouraged to review the city's ordinances and the ACC's governing documents to get a full understanding of any requirements.

5. Resubdivision. No lot so designated shall be re-subdivided except upon written approval of the A.C.C.

6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. Setbacks. No building shall be placed closer to the Roads and Streets than the setback line shown on a recorded subdivision plat, except where such requirement creates an undue hardship upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

8. Side Yards. Where Lots are zoned as Residential the following shall apply:

(a) A Single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 5 feet, except where such restriction creates an undue hard ship upon the Owner the A.C.C. may modify this restriction so as to alleviate the hardship;

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other or said common wall may be entirely upon one of the two lots involved.

(c) There shall be no requirement as to a side yard where Multifamily structures are involved, and subject to approval by the A.C.C., Multifamily structures may be constructed up to or upon the dividing lines between Lots.

The A.C.C. shall decide all questions relative to location of Commercial structures upon Lots where such structures are permitted subject to paragraphs numbered 4 and 7 hereof.

9. Land Near Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission of the A.C.C. is first obtained. Likewise, by written permission of the A.C.C. a boat dock or boat house may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

10. Construction of Buildings. The contractor, builder, person, or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish to the A.C.C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the A.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builders' risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

11. Time for Completion of Building. Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and out-buildings permitted:

(a) The exterior of any Single Family detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder or Owner will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided the Developer and/or the Club shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same the Developer and/or the Club, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

12. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon or moved upon The Properties shall be in accordance with standards prescribed by the A.C.C., and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.

13. Sewage Disposal. No privately owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

14. Water Supply. No privately owned water system shall be permitted upon any Lot or Parcel of Land of the Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

15. Outbuildings. Outbuildings or accessory buildings, such as a garage, servants quarters or guest house, shall be permitted on Lots upon which a Single Family Detached structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by nonservant or nonguest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera of such buildings.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multifamily structure, shall be entirely within the discretion of the A.C.C.

16. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility, and drainage facilities.

17. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same height-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

(a) Signs erected by the Club for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;

(c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in subparagraph (a) above, shall be erected without the permit of the A.C.C.

19. Model Houses. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned upon a recorded subdivision plat as Residential.

20. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties. Note: The City of Bella Vista has enacted ordinances regarding Short Term Rentals (STR). These City ordinances and other state statutes supersede the Protective Covenants. Individuals with concerns about Short Term Rentals should contact the City of Bella Vista.

21. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and will also be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements for which the Club, a public authority or utility company is responsible.

22. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of The Properties.

23. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or Parcel of Land of The Properties, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

24. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

25. Oil and Mining Operation. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

26. These Protective Covenants shall be enforced as provided in this Declaration of which the Protective Covenants are a part.

27. (AMENDMENT FILED FOR RECORD BY CLERK AND RECORDER, BENTON COUNTY, ARKANSAS, FEBRUARY 8, 1993) To enable the A.C.C. to perform its responsibilities under the Declaration, any Supplemental Declaration, and these Protective Covenants, the A.C.C. may establish and charge such fees to be paid prior to performance of any such responsibilities. Note: The ACC has the right to charge fees for services. This can be confusing since the City of Bella Vista also charges fees. In some instances, a property owner may be required to pay a fee to the ACC and the City for the same home improvement project.

EXHIBIT 1

NOTE: This document is recorded in Book 373 at Page 8 et. seq. of the records of Benton County, Arkansas, and Amendment now recorded at Instrument Record No. 93-08028 et seq. on February 8, 1993.

Note: The Articles of Incorporation in their original legal format can be challenging to read and understand. This document is a compilation of the Articles of Incorporation to make the information easier to understand. The Articles of Incorporation in their original format are available on the POA's website and should be considered the official documentation. If there are any discrepancies or inconsistencies between the original and the compilation, the original documents will govern.

Definitions:

"Board" shall mean and refer to the duly elected and acting Board of Directors of the Bella Vista Village Property Owners Association.

"Corporation" shall mean and refer to the Bella Vista Village Property Owners Association.

"Developer" shall mean and refer to Cherokee Village Development Company, Inc. as described in the Declaration and now known as Cooper Communities, Inc., an Arkansas corporation. The Corporation was also referred to as the Bella Vista Country Club at its inception. In 2024, Cooper Communities, Inc. sold their Developer rights to Blue Crane, a Bentonville, Arkansas based company.

"Member" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in one or more Lots or Living Units, and for any one or more of which the Developer has been paid in full, and shall also mean and refer to the Developer or its successors or assigns, so long as it shall be the record owner of a fee or undivided fee interest in any Lot or Living Unit or until it is paid in full for every Lot or Living Unit which it shall sell.

ARTICLES OF INCORPORATION

OF

BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION

Note: The Corporation was formed under the Arkansas Nonprofit Corporation Act of 1963, which has since been updated by the State of Arkansas, but this update does not apply retroactively to the Corporation.

We, the undersigned, do hereby associate to form a Corporation under the provisions of the Arkansas Nonprofit Corporation Act (Act 176 of 1963) and do certify as follows:

ARTICLE I

NAME

The name of the Corporation is Bella Vista Village Property Owners Association.

ARTICLE II

DURATION

The Corporation shall exist perpetually.

ARTICLE III

PURPOSES AND POWERS

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The purpose for which it is performed are:

To promote the health, safety, and welfare of the Members of Bella Vista Village Property Owners Association.

The Corporation is comprised of that property set out in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation as provided in ARTICLE VI herein, hereafter referred to as "The Properties," and for this purpose to:

(a) Own, acquire, build, operate, and maintain recreation parks, playgrounds, swimming pools, golf courses, common streets, footways, utilities, lakes, including buildings, structures, personal properties incident thereto, herein- after referred to as "the common properties and facilities" Note: The Corporation is responsible for the parks, playgrounds, pools, golf courses, lakes, and other recreational amenities. While the Corporation remains in charge of the Water Utility, the Corporation is not involved or has control over other utilities in Bella Vista. While the Corporation still maintains a few "common streets", most streets in Bella Vista are maintained by the City of Bella Vista, which was founded in 2007.

(b) Provide garbage and trash collections; (c) provide fire and police protection; (d) maintain unkept lands or trees; (e) supplement municipal services; (f) fix assessments or charges to be leveled against the Properties; (g) enforce any and all covenants, restrictions and agreements applicable to the Properties; (h) pay taxes, if any, on the common properties and facilities; and (i) insofar as permitted by law to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties. Note: Keep in mind this document was created in 1965 and there have been many changes in the decades since the founding of the community. Garbage and trash service are now taken care of by a third party. Fire and police protection, plus municipal services, are taken care of by the City of Bella Vista, which was founded in 2007. The enforcement of the covenants, restrictions and agreements applicable to the Properties are taken care of by the Architectural Control Committee (ACC). On August 1, 2026, the Developer assigned the management of the Architectural Control Committee (ACC) to the Bella Vista Property Owners Association (POA). The Developer retains the right to revoke this assignment.

ARTICLE IV

Membership

Cooper Communities, Inc. (CCI), hereinafter referred to as the Developer, its successors and assigns, shall be a Member of the Corporation so long as it shall be the record owner of a fee, or an undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Corporation, and the Developer shall also be a Member until it is paid in full for every such Lot or Living Unit which it shall sell. Also, every person or entity who is the record owner of a fee, or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record assessment by the Corporation, and who shall have paid the Developer in full for the purchase price of the Lot or Living Unit shall be a Member of the Corporation, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation shall not be a Member. Note: The Articles of Incorporation were written at a time when the Developer was actively selling Lots and Living Units. While the Developer still sells some Lots and Living Units from time to time, the volume is significantly lower compared to the early developmental years of Bella Vista.

Every person or entity who has entered into a contract of purchase with the Developer covering a Lot or Living Unit which is subject by covenants of record to assessment by the Corporation and who has not paid the Developer in full for the purchase price of the Lot or Living Unit shall be an associate member of the Corporation. An associate member shall be entitled to all the privileges of a member except the right to vote in the election of Directors, or otherwise. Recission of a contract of purchase by the Developer for any reason shall terminate the associate membership or memberships incident to the contract of purchase rescinded. Note: There are few, if any, associate members remaining. Associate members were more common in the early developmental years of Bella Vista.

ARTICLE V

VOTING RIGHTS

Every Member of the Corporation shall be entitled to one vote in the election of Directors of the Corporation, but for all other purposes there shall be two classes of voting memberships:

Class A: Class A members shall be all those persons or entities as defined in ARICLE IV, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for Membership by ARTICLE IV. When more than one person holds such interests in ay Lot or Living Unit all such persons shall be Members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Note: A Member must be in Good Standing to be eligible to vote. Member in Good Standing shall mean one whose assessments and/or fees to the Corporation are no more than 90 days past due as determined by management and whose privileges are not currently suspended.

Class B: Class B member shall be the Developer. The Class B member shall be entitled to ten votes for each Lot or Living Unit subject by covenants of record to assessment by the Corporation until it shall have conveyed the Lot or Living Unit by deed to a purchaser and shall have been paid in full for such Lot or Living Unit. The Developer shall continue to have the right to cast votes as aforesaid (ten votes for each Lot or Living Unit) until the Developer is paid in full for such Lot or Living Unit.

Note: The Class B votes, which are owned by the Developer and are entitled to ten votes per lot or living unit, may not cast these votes for the election of Directors of the Corporation. For the election of Directors of the Corporation, the Developer is only allowed to cast any Class A votes they may own.

For purposes of determining the votes allowed under this Article, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Note: This statement is simply meant to make it clear that if a Member owns a Lot with a Living Unit upon it, that the Member is entitled to only one vote. The Member would not get a vote for the Lot and another vote for the Living Unit.

Associate Members shall not be entitled to vote in the election of Directors or otherwise. Note: There are few, if any, associate members remaining. Associate members were more common in the early developmental years of Bella Vista.

ARTICLE VI

ADDITION TO PROPERTIES AND MEMBERSHIP

Additions to the properties described in ARTICLE III may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants shall extend the jurisdiction, functions, duties, membership, and associate membership of this Corporation to such properties. Note: The Developer, its successors and assigns, has the right to expand the Corporation. The Corporation has no authority to deny such additions.

ARTICLE VII

DEDICATION OF PROPERTIES OR TRANSFER

OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE VIII

AMENDMENTS

These articles may be amended by the **affirmative vote** of at least six Members of the Board of Directors. Note: The required number of votes necessary to change the Articles of Incorporation has changed numerous times over the years. The requirement "of at least six" is the most current.

ARTICLE IX

DISSOLUTION

The Corporation may be dissolved only with the assent given by the Members entitled to cast two-thirds of each class of its Members. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets(Which shall be consonant with ARTICLE X hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken. Note: Of the approximately 39,000 Members of the Corporation, at least two-thirds or approximately 26,000 Members, must vote yes ("assent") for the vote to dissolve the Corporation to be approved. In other words, at least 26,000 Member (approximately) must all vote yes for the vote to dissolve the Corporation to be approved. Since historically it has been challenging to get more than 20,000 Members to participate in even the most noteworthy of votes, let alone to get 26,000 Members to all vote yes, it would be extremely challenging for a vote to dissolve the Corporation to be successful.

ARTICLE X

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. If such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization, to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. No such disposition of Corporation properties shall be effective to divest or diminish any right or title of any Member vested in them under the recorded covenants and deeds applicable to the Properties unless made in accordance with the provisions of such covenants and deeds. Note: The Notes provided following Article IX make it clear that the dissolving or dissolution of the Corporation is highly unlikely. If the Corporation were to be dissolved, the magnitude of such a situation would be unprecedented and extremely complex and would probably require determination by the courts.

ARTICLE XI

PRINCIPAL PLACE OF BUSINESS AND REGISTERED AGENT

The address of the main office or principal place of business of the Corporation is Bella Vista, Arkansas, and the name of its registered agent at such an address is John A. Cooper, Jr. Note: John A. Cooper, Jr. was the original registered agent dating back to 1965.

ARTICLE XII

DIRECTORS

The management of the affairs of the Corporation shall be vested in the Board of Directors, and a Director must be a Member in good standing. The number of Directors shall be **nine (9)** and a change in the number of Directors shall be made only by amendment to the Articles of Incorporation.

Directors shall be elected for a term of **three years,** and until their respective successors are elected and qualified. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, and, if not previously so filled, shall be filled at the next succeeding meeting of Members of the Corporation. Any Director elected by the Membership to fill a vacancy shall serve as such until the expiration of the term of the Director whose position they were elected to fill. Any Director elected by the Board of Directors to fill a vacancy shall serve as an interim Director until the next succeeding meeting of Members of the Corporation at which time the pendency of the vacant term, if any, shall be filled by a vote of the Membership.

ARTICLE XIII

NAMES AND ADDRESSES OF INCORPORATORS

The names and addresses of the incorporators of this Corporation are as follows:

Name	Address
John A. Cooper, Jr.	Bella Vista, Arkansas
J.P. Gore	Bella Vista, Arkansas
Edwin J. Peace	Bella Vista, Arkansas

Note: These are the names of the original "incorporators" dating back to 1965.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of May 1965.

_____

John A. Cooper, Jr.

_____

J.F. Gore

_____

Edwin J. Peace

ACKNOWLEDGMENT STATE OF ARKANSAS COUNTY OF BENTON

Now on this day personally appeared before we, undersigned Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting John A. Cooper, Jr., J.F. Gore and Edwin J. Pease, whose names are subscribed to the foregoing, Articles of Incorporation, and who acknowledged to me that they had executed the same for the uses, considerations and purposes therein set forth.

Given under my hand and seal this 17th day of May 1965.

Allene King McKinney

Notary Public

December 13, 2007
March 20, 2008
December 8, 2011
September 19, 2013
November 20, 2014
March 16, 2017
June 25, 2020
October 22, 2020
August 28, 2025

P 5.03

GUEST POLICIES

PURPOSE:

To define the conditions under which non-members may be allowed access to Association amenities, at the current guest rate, as applicable.

I. GUESTS

1. A guest is a person who is not a Member of the Association and who desires to have access to the Association amenities on a temporary basis.

2. There shall be four categories of guests permitted to have access to Association amenities:

a. Those who are "sponsored guests" of a Member of the Association.

b. Those who are "Association guests" by being sponsored by the Association. By virtue of its ownership of property, the Bella Vista Property Owners Association is a Member with the authorization to sponsor "Association guests."

c. Those who qualify as "reciprocal guests" by virtue of being a member of one of the other Cooper Communities, Inc. ("CCI") developments covered by an agreement between the Association and CCI. While CCI sold their Developer rights to Blue Crane in 2024, this provision remains intact.

d. Those who are "participant guests" by virtue of being invited/permitted to participate in a specific Association-sponsored or Association-sanctioned event at a specific facility.

II. ACCESS TO ASSOCIATION AMENITIES

1. "Sponsored guests" may gain access to Association amenities by virtue of possessing a current, valid guest card. "Sponsored guests" possessing a valid guest card shall have access to Association amenities at the current guest rates, as applicable. No more than four “Sponsored guests” of a Member of the Association can use Association pickleball courts at any one time.

2. Use of amenities by "Association guests" includes the use of restaurants, golf, tennis, the Metfield skills park, Tanyard Creek, Blowing Springs, and other paved and un-paved trails open to the general public for the purpose of pedestrian walking, hiking, jogging, cycling and other human-propelled uses. In those situations, a guest card will neither be issued to, nor required of the guest. The Branchwood paved trail is not one of the paved or un-paved trails which are open to the general public.

3. "Reciprocal guests" may gain access to Association amenities by virtue of possessing a current, valid guest card. "Reciprocal guests" possessing a valid guest card shall have access to Association amenities at the current guest rates, as applicable.

4. "Participant guests" are those guests, also referred to as non-members, who participate in specific events at Association amenities. Such events must receive formal approval from the Board or an Association Joint Advisory Committee (JAC). Proposed events under consideration for approval by the Board or a JAC must first be discussed in a meeting open to the Members, with no vote taken until the following month's meeting. The delay in taking a vote until the following month's meeting will provide Members with sufficient time to voice their opinion regarding the proposed event. Association JACs are encouraged to consider all events for the year each January, although exceptions may be made due to necessity. Association JACs are encouraged to primarily consider events which benefit charities, youth, and events that give back to the community. Participant guests are not required to have a guest pass, but may have to pay the current guest rates, as applicable. The Board retains the authority to override any decision made by a JAC.

5. Guest cards for renters may be issued and valid for up to one (1) year from the date of issuance. Aside from renters, guest cards may not be valid for more than 30 days from the date of issuance.

III. ACCOMPANIED GUESTS

I. In some situations, "sponsored guests" must be accompanied by a Member to enjoy Association amenities without the requirement of paying a guest fee. For these situations, a guest is accompanied by a Member so long as the guest is within reasonable proximity of the Member.