



**COVES PHASE II**

**PROPERTY OWNERS ASSOCIATION**

***www.covestwo.com – covestwo@gmail.com***

*(Deemed Unnecessary after HOA Solutions provided current ByLaws documentation – Denial on 1/1/21)*

*FILE NUMBER BLW 2020-001*

**POA AUTHORIZATION TO FORM A BOARD OF DIRECTORS**

**WHEREAS**, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVES II, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS shall be referred to as “Covenants”; and

**WHEREAS**, the Covenants defines “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the Bylaws of the Association; and

**WHEREAS**, the Covenants defines “Declarant” and “Developer” shall mean and refer to WC Coves II, LLC an Arkansas limited liability company, and its successors and assigns; and

**WHEREAS**, the Covenants defines “Member” or “Members” shall mean and refer to each owner of a Lot; and

**WHEREAS**, the Covenants defines “Owner(s)” shall mean the owner of a Lot and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any Lot subject to these Covenants; and

**WHEREAS**, the Covenants state in Part 2. Membership and Voting Rights in the Association; Additions. (a) Membership. Every Owner of a Lot shall automatically be a member of the Association. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation; and

**WHEREAS**, the Covenants state in Part 2. Membership and Voting Rights in the Association; Additions. (b) Voting Rights. The Association shall have one (1) class of membership for purposes of voting. Owners shall be entitled to one (1) vote for each Lot owned by the Owner. Notwithstanding, the Declarant shall have four (4) votes per Lot on all matters until Declarant has conveyed 99% of the Lots to other Owners (at which time the Declarant shall have one (1) vote per Lot still owned); and

**WHEREAS**, the Covenants state in Part 2. Membership and Voting Rights in the Association; Additions. (c) Election of Board of Directors. In addition to all other rights and privileges granted to the Declarant under this Declaration, and notwithstanding any



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provisions of the Bylaws to the contrary, the Declarant shall be entitled to appoint all of the initial Members of the Board of Directors of the Association. This right shall continue until the sooner of when (1) the Declarant formally turns over control to the Association, which may be accomplished by appointing replacement Directors consisting of Lot Owners other than the Declarant or (2) the Declarant no longer has any ownership interest in any Lots; and

**WHEREAS**, the representative for the Declarant, Kristal Mitchell with HOA Solutions, identified by unanimous consent of Owners present on the eighth day of September, 2020, Kristifier Paxton, owner of 1166 S Gentle Valley Drive, as the Interim Representative to prepare a Special Meeting to elect said Board of Directors; and

**WHEREAS**, the Declarant no longer has any ownership interest in any lots; and

**WHEREAS**, it is within the authority of the Owners to take control of the Property Owners Association and elect a Board of Directors.

NOW THEREFOR, BE IT INCLUDED WITHIN SAID BYLAWS SET BY OWNERS:

Section 1: The Owners repeal all Bylaws set by WC Coves II, LLC, Rausch Coleman, HOA Solutions, or other entities representing previous Board of Directors prior to October 7<sup>th</sup>, 2020, and authorize the formation of a Board of Directors to be selected by the Owners with authority to create new Bylaws as defined within the Covenants.

Section 2: The Owners authorize the Interim Representative, Kristifier Paxton, to act as Interim President with one-time authority to identify and conduct a roll-call vote of all Owners present to identify and elect a new Board of Directors which shall take control of all regular business of the Property Owners Association in accordance with the Covenants.

Section 3: The Owners limit the Board of Directors to one (1) Director per Lot, unless authorized by appointment to fill vacant seats, and all Directors shall be Owners residing within a home on a Lot within THE COVES II, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

Section 4: The Owners authorize the Board of Directors to fill vacant positions by appointment requiring a simple majority vote by the Board of Directors until the next POA election.



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Section 5: The Owners authorize Directors to serve an unlimited number of 2-year terms, with elections held in October of each even-numbered year.

Section 6: The Owners authorize a “President” to act as Chairman of the Board of Directors, to establish monthly meeting times, and to authorize Agenda Items proposed or sponsored by other Directors or Owners to be elected by the Owners. The President shall provide notice of all Board of Directors meetings on the covestwo.com website. The President shall act as Chairman and shall keep meetings in order.

Section 7: The Owners authorize a “Vice-President” to act in the place of the President as necessary to be elected by the Owners.

Section 8: The Owners authorize a “Secretary” to keep official records of meetings and prepare Agendas and Minutes for each meeting of the POA and each meeting of the Board of Directors to be elected by the Owners. The Secretary shall provide minutes to the Board for review and the Board shall require a majority vote to approve minutes prior to posting publicly to the Owners. The Secretary shall maintain contact information for each owner and provide notice to all Owners of meetings of the full POA. The Secretary shall provide agendas and minutes for all meetings on the covestwo.com website.

Section 9: The Owners authorize a “Treasurer” to keep official financial records, be the responsible entity to make and receive payments which shall require joint signatures by the Chairman unless authorized to make reoccurring routine maintenance fees by the Board, keep receipts of all transactions, and prepare financial reports that shall be reviewed and approved by the Board of Directors at monthly meetings, or at meetings as deemed necessary by the President to be elected by the Owners. The Treasurer shall provide itemized financial reports to the Board for review and the Board shall require a simple majority vote to approve itemized financial reports prior to posting publicly to the Owners. The Treasurer shall provide records of all transactions on the covestwo.com website.

Section 10: The Owners authorize an “At-Large” board member to be elected by the Owners.

Section 11: The Owners authorize the President of the Board of Directors to determine the result of any tie vote.



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Section 12: The Owners authorize the President to call Special Meetings of the POA to include all Owners as needed, but the President shall call a full meeting of the POA no less than one time annually.

Section 13: The Owners authorize the Board of Directors to call Special Meetings of the POA to include all Owners as needed by a simple majority vote.

Section 14: The Owners reserve the right to call a Special Meeting by request of 5 or more owners, in which all Owners present at said Special Meeting may remove and/or replace any member of the Board of Directors. Said 5 owners shall submit, in writing, to the Secretary of the Board, a request for a meeting with the purpose of the meeting in which the Secretary shall notify all owners.

Section 15: The Owners require a 7-day notice of any Special Meeting or Annual Meeting and authorize that notice to be completed through electronic mail (e-mail). If no e-mail address is available on the record, the Owners require a written notice to be sent in the mail to the Owner.

Section 16: The Owners authorize and require the Board of Directors to publish regular Board of Director meetings on a Website, [www.covestwo.com](http://www.covestwo.com), with an Agenda, and authorize the President the authority to cancel any meeting without an Agenda Item.

Section 17: The Owners set a quorum of any meeting as any 3 members of the Board of Directors being present. The Chairperson shall be the President. If the President is not present the Chairperson shall be the Vice President. If the Vice President nor President are present the Chairperson shall be the Secretary.

Section 18: The Owners authorize the Board of Directors to act as the Architectural Control Committee and shall have the authority granted within the Covenants.

Section 19: The Owners require the Architectural Control Committee to meet prior to 21 days after Submission of Plans as defined in Covenants.

Section 20: The Owners require the Architectural Control Committee give the Applicant up to 10 minutes to speak on behalf of the Applicant's proposed project, and 5 minutes to any Owner wishing to speak for or against said project.

Section 21: The Owners prohibit any member of the Board of Directors from entering any Lot uninvited by the Owner of the Lot.



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Section 22: The Owners prohibit the Board of Directors from approving amendments to the Covenants outside of annual POA meetings and otherwise beyond what is legally allowable, and authorize the Board of Directors to approve Bylaws by way of Motions that must be seconded by another Board Member, and voted upon to receive majority vote, in which the President shall break any tie.

Section 23: The Owners authorize the President **or** Vice President to enforce the Covenants by first issuing a Notice of Violation. If a Notice of Violation does not resolve a violation, the Owners authorize the President **or** Vice President to assess Owners no more than \$50 per day in which a violation continues, or reoccurs within a 12-month period. If the Violation is caused by a renter or a guest at the Owner's Lot, either invited or uninvited, the Owner shall be responsible for the Violation and any assessment. The Board of Directors shall have the authority granted for further enforcement as defined in the Covenants.

*PASSED and APPROVED on 10/07/2020*

APPROVED:

ATTEST:

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Kristifier Paxton, Interim President

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John Gay, Owner - Witness