



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
COVES II, A SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON
COUNTY, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

That WC Coves II, LLC (“**Declarant/Developer**”), an Arkansas limited liability company, being the owner and developer of the following-described property located in the City of Fayetteville, Washington County, Arkansas, to-wit:

said Property having been duly platted as Lots # 1-45, The Coves II, an addition to the City of Fayetteville, Washington County, Arkansas, filed of record on February 12, 2016, as Document ID #016720660002, File #0024-00000097, and hereinafter referred to as “The Coves II” (“**the Subdivision**”), this Declaration of Covenants, Conditions and Restrictions (“**Declaration**” or “**Covenants**”) being for the benefit of Declarant and each successive owner of any Lot within the Property, and to provide for the efficient preservation and maintenance of the Property and Common Property contained therein, the Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, and charges contained in this Declaration and, further, hereby creates The Coves II Property Owners Association (“**Association**”) to which will be delegated and assigned the power and obligation of maintaining the Property and Common Property in accordance with the terms of this Declaration.

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

1. Definitions.

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

“**Addition**” or “**Subdivision**” shall mean and refer to the Property described above.

“**Association**” shall mean and refer to “The Coves II Property Owners Association” established contemporaneously with the filing of this Declaration.

“**Board**” of “**Board of Directors**” shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of the Bylaws of the Association.



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

“**Bylaws**” shall mean and refer to Bylaws of the Coves II and all declarations and Bylaws contained therein

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

“**Declarant**” or “**Developer**” shall mean and refer to WC Coves II, LLC an Arkansas limited liability company, and its successors and assigns.

“**Lot**” or “**Lots**” shall mean and refer to any plot or tract of land which is properly identified or designated as a lot on the Plat.

“**Member**” or “**Members**” shall mean and refer to each Owner of a Lot or entities who are members of the Association as provided herein.

“**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.

“**Plat**” shall refer to the plat of The Coves II, an addition to the City of Fayetteville, Washington County, Arkansas, filed of record on February 12, 2016, as Document ID #016720660002, File #0024-00000097.

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, one (1) partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

(b) Voting Rights. The Association shall have one (1) class of membership for purposes of voting. Owners shall be entitled to one (1) vote for each Lot owned by the Owner which does not have outstanding dues owed to the Association.



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(c) Election of Board of Directors Election of the Directors of the Association shall be conducted at the Annual POA Meeting or a Special POA Meeting in which all owners are given Notice. Those present without outstanding dues owed to the association shall have one (1) vote per lot owned. Owners that have no outstanding dues owed to the association may request to be on the ballot for any vacancy on the Board of Directors in a timeframe determined by the Board of Directors. Non-owners, including representatives of owners, shall be prohibited from holding a position on the Board of Directors. The President of the Association shall have the authority to appoint enough directors to establish a quorum if quorum cannot be achieved, in which temporary directors will be elected or replaced during the full POA Meeting by a vote of the majority of owners present at the meeting. Nominees that receive the majority of votes from those present at the full POA meeting shall hold said office for a period of two (2) years plus any time beyond two (2) years until the following scheduled Annual Board Meeting, unless the Director resigns or is removed from office by a simple majority vote of the Board of Directors or simple majority vote of the full membership of the POA.

(d) Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Bylaws of the Association and may be amended from time to time accordingly to the provisions therein. Subject to the provisions or the Bylaws, any action by or on behalf of the Association, except for actions allowed to be taken by the Board of Directors alone, may be taken with the assent given in writing and signed by Members who collectively hold or control a simple majority (51%) of the outstanding votes of the Association.

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

3. Assessments.

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

(i) Regular assessments or charges for maintenance, taxes and insurance on Common Properties as herein set forth and as established by the Association;

(ii) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;

(iii) Special individual assessments which may be levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the



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willful or negligent acts of the individual Owner, his family, guests, or invitees and not caused by ordinary wear and tear; and

(iv) Individual assessments and fines levied against individual Lot Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

The annual and special assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a continuing lien against the Lot owned by the party failing to make the payment as due. Assessments shall be made pursuant to the Bylaws of the Association.

(b) Purpose. The assessments levied by the Board on behalf of the Association shall be used to promote and maintain the health, safety and welfare of the Members of the Association and in particular for the maintaining, improving and preserving in a good state of repair the entrances to the Subdivision and such other common areas which are maintained by the Association, whether owned by the Association or by Lot Owner and maintained by the Association. The assessments shall also serve the purpose of proportionately maintaining and servicing the Detention Pond located on Lot 7 of the Holland Crossing West Commercial Subdivision which shall serve the Coves II Subdivision. The Board of Directors shall maintain a minimum balance within the Association's bank account to achieve Detention Pond Maintenance per contractual obligations.

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

(d) Regular Assessments. **The annual assessment per Lot shall be Two Hundred Fifty Dollars (\$250.00).** Thereafter, the assessment rate shall be set by a vote of the Board of Directors of the Association in accordance with provision found herein. The Board shall give notice to all Members at least (30) days in advance of the date all regular or special assessments are due. All regular assessments shall be collected on an annual date as identified amended by the Board. The Board of Directors may not increase nor decrease the annual assessments by more than One Hundred Dollars (\$100.00) over the previous year's assessment without the approval of a simple majority (51%) of the Lot Owners to raise their assessments as provided herein. Additionally, the Board may provide credits to annual dues so long as a minimum balance of Fifteen Thousand Dollars (\$15,000.00) is maintained in the Coves II bank account.

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

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

(g) Collection. No set-off shall be allowed to any Lot Owner for repairs or improvements, or for services contracted for by any Lot Owner without the express written authorization of the Board. The Board shall be entitled to collect from the Lot Owner all legal costs, including a reasonable attorney's fee incurred by the Association in connection with or incidental to the collection of such assessment, or in connection with the enforcement of the lien resulting therefrom. The lien of the assessments shall be subordinate to the lien of any bona fide first mortgage upon a Lot.

4. Duties and Powers of Association.

The affairs of the Association shall be conducted by its Board. In addition to the duties and powers of the Association as set forth in the Bylaws, or as hereinabove set forth, and in order to carry out the obligations of the Association, the Board shall have the following rights and powers and may provide for and pay for, out of assessments, the means to exercise the following rights and powers:

- (a) Maintain and otherwise manage all the Common Properties and all improvements and landscaping on the Common Properties and at the entrances to the Subdivision, including provision for taxes, insurance and utilities which pertain to Common Properties. Additionally, the Board of Directors shall maintain a minimum balance of \$15,000 within the Association's bank account to achieve Detention Pond Maintenance per contractual obligations.
- (b) Hire legal and accounting services to serve the Association
- (c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its Members.
- (d) Authority to employ a manager or other person under contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association including a yard maintenance service.

- (e) Provide materials or other supplies or services which the Board may be required to obtain or pay for pursuant to these Covenants for the benefit of the Association.
- (f) To enter into contracts, maintain one (1) or more bank accounts and generally to have all powers necessary or incidental to the operation and management of the Association.
- (g) To execute all declarations of ownership for tax assessment purposes as necessary.
- (h) To make reasonable rules and regulations for the operation of the Common Properties.
- (i) A simple majority (51%) of the Owners is required for these Covenants to be amended and must be recorded in the office of the recorder of Washington County.

5. Limitation on Liability.

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

6. Property Rights in the Common Properties.

- (a) Members' Rights. Every Member and their family members has the nonexclusive right to benefit from, use and enjoy the Common Properties subject to all applicable codes and ordinances, including without limitation the right to benefit from any services, whether utility or otherwise, that the Common Property offers. Such right is an appurtenance to the Property and passes with the title to every Lot; provided, however, it does not give such person (excluding the Declarant) the right to make alterations, additions or improvements to the Common Property.
- (b) Title to the Common Properties. The Declarant may convey title to the Common Properties to the Association, or in the case where easements constitute part of the Common Properties, Declarant may assign and transfer such easements to the Association, subject to the lien of taxes and assessments for the current year not yet due and payable, utility easements, pipelines, set-back lines, mineral interests and other restrictions of record. Upon such conveyance, the rights, obligations and liabilities with respect to any such Common Properties shall belong solely to the Association.

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

(i) All applicable local, state and federal codes, ordinances and restrictions, with specific regard to construction limitations and maintenance requirements as set forth herein or otherwise.

(ii) The right of the Board to prescribe or to enact regulations governing the use, operation, and maintenance of the Common Property.

(iii) The right of the Association in accordance with its Bylaws to borrow money for the purpose of improving, maintaining and servicing Common Property and facilities.

(iv) The right of the Association as may be provided by its Bylaws to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Property for any period during which any assessment against a Lot owned by such Member remains unpaid, including the right to seek reimbursement or damages from the delinquent Member therefor.

(v) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and upon such conditions as the Board of the Association may determine in its sole discretion.

7. Maintenance of Common Property.

(a) Association's Responsibility.

(i) The Association shall maintain and keep in good repair, service, condition and function the Common Properties, including the sidewalks and entrances. The maintenance of the Common Properties shall include, without limitation, maintenance, repair, replacement, planting, sodding, and all other necessary maintenance and repairs of whatsoever nature as may be required by city, state or federal code or ordinance with respect to the Common Property and the facilities related thereto.

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

8. Easements.

Other than for primary service of the Subdivision and within platted easements, there shall be no above-ground service for utilities except those lines or poles that shall be approved, in writing, by a majority vote of the Board. Each Owner shall be responsible for the protection of underground utilities located on his or her Lot and shall prevent and be precluded from any alteration of grade or construction activity which may interfere with said utilities.

9. Use and Division of Lots.

No Lot may be divided or split. The Subdivision (and each Lot situated therein) shall be constructed, developed, occupied and used as follows

(a) Residential Lots. All Lots within the Subdivision shall be used, known and described as Residential Lots. Only one single family residential dwelling consisting of not less than 1,100 square feet of heated and cooled finished space shall be permitted on each Lot. However, this shall not exclude the ability of owners to submit a guest house or pool house to the Architectural Control Committee for consideration. In addition, only customary and usual necessary structures may be constructed on each Lot as may be permitted by the City in conjunction with approval the Architectural Control Committee. No building or structure intended for or adopted to business purposes shall be erected, placed, permitted or maintained on any Lot. This Covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Subdivision and/or within any Lot. The restrictions on use herein contained shall be cumulative of and in addition to such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City or any other governmental authority or political subdivision having jurisdiction over the Subdivision.

(b) Residential Purposes. By acquisition of any Lot within the Subdivision, each Owner (excluding bona fide home builders) covenants with and represents to the Declarant and to the Association that the Lot is being specifically acquired for the specific and singular purpose of constructing and using a single-family residential dwelling thereon, or as a residence for such owner and/or owner's immediate family members.

(c) Submission of Plans. In order to maintain a beautiful and pleasing setting in the Subdivision no more than two (2) sets of building and site improvement plans and specifications must be submitted to the Architectural Control Committee ("Committee") for its approval prior to the commencement of construction. The Committee shall act to enforce the requirements of these Covenants in a reasonable manner. The Committee has the authority to maintain the architectural conformity of the Subdivision, and in consideration thereof shall determine that the proposed construction shall not detract from the development and shall enhance the purpose of the development to provide a beautiful and pleasing setting in the Subdivision. The Committee shall consider such matters as the proposed square footage, location, materials, exterior style and landscaping, etc. The Committee may adopt rules or bylaws explaining the mechanics of its



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operation and providing for a twenty-one (21) day maximum time within which plans must be reviewed and approved or disapproved after submission, and if not approved or disapproved in that period, that the same shall be considered as automatically approved. The Board may also exercise the duties of the Committee in the event the Board deems it necessary and efficient to do so.

(d) Minimum Square Footage. The minimum heated and cooled square footage for any single-family home construction on the Lot within the Subdivision shall be One Thousand One Hundred square feet (1,100 sq. ft.), excluding garages and unheated porches. A Guest House or Pool House shall be considered an Accessory Dwelling Unit and must meet City Code for Accessory Dwelling Units (“ADUs”). ADUs must receive approval by the Architectural Control Committee prior to construction. ADUs shall conform to the basic styling and materials of the residential dwelling.

(e) Architectural Requirements.

(i) Each dwelling shall front a dedicated public street.

(ii) No building shall be located closer to the street than the minimum building or set-back lines shown on the recorded Plat.

(iii) All residences shall have roof shingles that are brown, grey or black in color. Deviation from this color requires approval from the Architectural Control Committee. This shall be effective beginning October 9, 2021.

(f) Additions to Existing Structures. All additions shall conform to the basic styling and materials of the dwelling on any Lot. All additions shall fall within the building set-backs on said Lot and shall not be placed over any drainage or utility easement. All improvements shall be constructed in accordance to applicable City codes, rules and regulations. Any additions contemplated by the homeowner or lot owner must submit plans prior to construction to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to an existing structure.

(g) Surface Drainage. Each Lot shall receive and drain in an unobstructed manner the storm and surface waters from Lots and drainage areas of higher elevation and from public streets and easements. No Lot Owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his Lot. The foregoing covenants set forth in this paragraph shall be enforceable by any affected Lot Owner and by the City.

(h) Garage and Detached Structures and Storage Buildings. All residences constructed in the Subdivision shall have a private garage to accommodate a minimum of one (1) automobile. No



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carports are allowed on the side, rear or front yards of any Lots. Each garage shall be fully enclosed and contain a full-length overhead style door. All garage doors are to be kept closed when not entering or exiting the garage. Any detached structure to be built on a Lot, such as a covered entertainment area, guest house, pool house, storage building, or other structure, shall conform to the basic styling and materials of the residential dwelling. Any detached structure contemplated for construction by any home owner or lot owner must, prior to construction, submit acceptable plans to the Committee for approval. The Committee has complete and sole discretion to approve, modify, deny or change any request for an addition to any existing structure.

(i) Temporary Structures. No trailer, mobile home, tent, construction shack, or other outbuilding shall be erected on any Lot in the Subdivision except for temporary use by construction contractors or Owner for a reasonable period of time.

(j) Fences. No fence (including but not limited to small animal enclosures) shall be constructed on any said Lot in the area between the front building line of any dwelling and the front lot line of any said Lot. No fence on a corner lot shall be constructed beyond the side set-back line toward the street except for the community entry. Any privacy fence shall be constructed so that the framing shall be toward the inside of the owner's lot. All fences shall be six-foot (6') wood privacy fencing, or a material and size approved by the Architectural Control Committee. No chain-link fences, wire, hog wire, or other similar materials shall be permitted.

(k) Mailboxes. All mailboxes shall be approved by the United States Postal Service. The type of construction shall be consistent with the design established by the Developer. Community mailbox is an approved alternative subject to approval of the United States Postal Service.

(l) Signs.

(i) No sign of any kind shall be displayed to the public view on any Lot except one professional sign advertising the Property for sale, resale or rent, or signs used by builder or agent to advertise the Property during the construction and sale of a dwelling thereon. In no event shall any such sign stand more than seven (7) feet above ground level, nor be more than five (5) square feet in size, nor be lighted at night. These signage restrictions and requirements shall not apply to Declarant.

(ii) Political campaign signs shall be allowed on Lots during September, October, and November of each year, and shall not exceed one official campaign sign, no larger than 3-ft by 3-ft in size, per candidate. This shall be limited to 3 total political campaign signs per lot.

(m) Parked Vehicles. All vehicles parked in the front of the front building line must be parked on the driveway. No inoperative vehicles of any nature shall be permitted to remain on any Lot or



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Lots for a period in excess of one (1) day. It is the intention of the Declarant that, except on special occasions such as holidays or events at an Owner's residence that all parking shall be in driveways and not on a street or on any yard. Accordingly, no vehicle shall be parked on the street for more than two (2) consecutive days and shall not be parked overnight on a street. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any Lot. The Board of Directors may provide areas for overflow parking through a resolution to ensure adequate street parking which may align with the City of Fayetteville.

(n) Appearance of Lot. All Owners shall be required to keep their Lot in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All areas on Lots shall be kept mowed to a height of not more than six (6) inches. No playgrounds, swing sets, trampolines, swimming pools, picnic tables, or other similar equipment is allowed in the front yards of any Lot. The Board and Committee may promulgate rules and regulations regarding the maintenance of Lots and adequate enforcement mechanisms in the event a Lot is not properly maintained.

(o) Additional Trailers, Boats, and Accessories. No boats, trailers, utility terrain vehicles, all-terrain vehicles, or any other similar class of recreational vehicle or accessory that maybe used for recreational or commercial purposes shall be allowed in the Subdivision unless they shall be stored entirely within a private garage or area on the Lot not visible from the public right-of-way.

(p) Storage and Construction Materials. Construction materials may only be stored on a Lot for thirty (30) days prior to the commencement of construction. Thereafter, construction is to be completed within a reasonable period of time that shall be determined by the Board.

(q) Garbage/Dumping. Dumping is prohibited in the Subdivision. All trash, garbage or other waste shall be kept in sanitary containers that shall be located at the rear of each residential unit or enclosed garages and must be out of sight from the street. All Lots shall be maintained in a neat and orderly condition at all times.

10. Nuisances

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

11. Regulations

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

12. Enforcement of Obligations; Miscellaneous

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

(b) Fines. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Lot if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owners obligations under the Documents.

(c) Any and all of the provisions contained in these Covenants may be changed or amended at any time by a written instrument signed and acknowledged by the Declarant during such period that the Declarant is the record owner of at least one (1) Lot, or alternatively these Covenants may be amended or terminated at any time by a written instrument signed and acknowledged by the Owners of fifty-one percent (51%) of the Lots. In the event of any conflict between an amendment or termination property executed by the Declarant (during its ownership of at least one (1) Lot) and any amendment or termination properly executed by the Owners of fifty-one percent (51%) of the Lots, the instrument executed by the Declarant shall prevail during the time of the Declarant's ownership of at least one (1) Lot. The provisions of any instrument amending or terminating these Covenants shall be effective from and after the date it is properly recorded.

(d) Notice. Any notice required to be given to any Member or Owner shall deemed to have been properly delivered when deposited in the United States mail, postage pre-paid, addressed to the last-known address of the person who appears as the Member or Owner on the records of the county at the time of such mailing. A Notice for a Board of Directors meeting shall be through a post on the www.covestwo.com website.

(e) Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of these Covenants shall be determined by the Board of Directors. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

(f) These Covenants shall run with the land and shall be binding on all parties and all persons claiming under the land and the Property for a period of twenty (20) years from the date this instrument is recorded, after which time said Covenants shall be automatically extended for



successive periods of ten (10) years unless an instrument signed by a majority of the then-Owners of the Lots has been recorded agreeing to change said Covenants in whole or in part.

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

13. Offsite Detention Pond.

As referenced in Paragraph 3(b) above, the Property and Subdivision may receive the benefit of the Detention Pond located on Lot 7 in the Holland Crossing West Commercial Subdivision located to the South of the Subdivision. To effectuate this purpose and receive this benefit, the Subdivision and Association may be subjected to separate rules, regulations and covenants with respect to the upkeep and maintenance of the Detention Pond and specifically any assessments as provided herein shall be contributed thereto in proportion to the Subdivision's use and benefit in the Detention Pond as may be set out in a separate agreement. The Declarant and/or Association shall sign any additional agreements or documents as necessary to effectuate the purpose and furtherance of this Paragraph.