

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE CHAPEL HILL SUBDIVISION
BENTONVILLE, BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Developer, as owner of all certain property located in Bentonville, Benton County, Arkansas, known as Chapel Hill Subdivision (hereafter the "Development" or "development") as appearing on that certain Plat recorded in the office of the Benton County Circuit clerk and Ex-Officio Recorder on the 11-1-04 day of 2005, in plat record 2004 at page 1248, 1249 of the Benton County Real Estate Records, desires to establish Covenants, Conditions and Restrictions (hereafter referred to as "CCR") governing the use of the property for the highest of residential uses and to restrict its uses as such; and,

WHEREAS, Developer desires to provide for the preservation and enhancement of value when and as the property is improved and desires to subject the development to these CCR as hereinafter set forth, each and all of which are hereby declared to be for the benefit of entire development and each and every owner of any and all parts thereof; and,

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in the development to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereafter defined) and administering and enforcing the CCR governing same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement; and,

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Arkansas the Chapel Hill Property Owners Association, Inc. (hereafter referred to as the "CHPOA"), an Arkansas non-profit corporation, for the purpose of performing the above described functions and those that may hereafter be set forth.

NOW THEREFORE, the Developer hereby adopts and imposes upon the property the CCR stated herein and declares that the stated covenants shall apply to all of the property of the Chapel Hill Subdivision as covenants running with the land:

1. SCOPE OF APPLICATION.

These covenants shall apply in their entirety to the Chapel Hill Subdivision as platted and recorded as above referenced.

2. LAND USE AND BUILDING TYPES.

- A. No lot shall be used except for residential purposes, except those tracts of land specifically designated as "common areas". No platted lot may be split

2005 20432
Recorded in the Above
Deed Book & Page
04-27-2005 01:54:17 PM
Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pa: 2005/20432
TSA/Cashier: CIRCLK04 / SWhite
Tran: 2920.89925.242042
Recorded: 04-27-2005 13:54:49
DFE Deed
REC Recording Fee
Total Fees: \$41.00

41.00
0.00

or subdivided without the prior written approval of the Chapel Hill Architectural Control Committee (hereafter referred to as the CHACC). Except for the business of the Developer and furtherance of its sales program, the practice of any profession or the carrying on of any business or commercial activity is prohibited within the property. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling. Out-buildings may be permitted/approved in the discretion of the CHACC. Such out-building must be of a character and material consistent with the principal residence and the property. If two or more adjacent lots have a common owner, then the common lot line or lines of the lots may be considered to be removed and the lots considered as one for compliance. "Ground floor" shall mean heated and cooled living space on one level. The total heated living space of the main structure, exclusive of one-story porches and garages single level, shall not be less than 2200 square feet on lots described as the 'Cottage' lots (Lots numbered 41-95 and 96-126). The maximum square footage for 'Cottage' lot structures will be restricted to 3200 square feet unless approved by the CHACC. The ground floor of structures exceeding one story shall not be less than 1700 square feet. The total heated living space above grade, exclusive of one-story porches and garages above grade, shall not be less than 2500 square feet on lots described as the 'Woods' (Lots numbered 1-40). The minimum square feet for all 'Woods' lots, unless approved by the CHACC, shall be 3000 square feet.

- B. In order to preserve, to the extent possible, the natural beauty of the property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the property and to protect and enhance the property, the Owner does hereby create the Chapel Hill Architectural Control Committee (CHACC). Said Committee shall approve the details of construction plans, including placement of the dwelling on the lot. The Developer shall perform the function of the CHACC until such time as 75% of the lots in the development have been sold at which time such duties shall be transferred to the Property Owners Association as hereafter provided, for the establishment of a new CHACC committee.
- C. No building or improvement of any type shall be constructed, erected, placed or altered upon any lot or property within the Property and no grading shall be commenced until the building plans and specifications, plot plan, including placement of the improvement upon the lot, and construction schedule have been approved by the CHACC. Any modification to the exterior of any improvement in a manner not previously approved by the CHACC shall be submitted as provided above. Approval or disapproval of any plans must be given by the CHACC within 15 business days from submission or same shall be deemed to have been approved. The CHACC shall promulgate specifications for submissions, which shall be available to all prospective purchasers, their architects, and builders.

- D. All approvals shall be withheld until all submissions for a given project are in complete compliance with the applicable covenants. THE APPROVAL OF PLANS AND SPECIFICATIONS AS REQUIRED HEREIN IS FOR THE MUTUAL BENEFIT OF THE OWNERS WITHIN THE PROPERTY AND SHALL NOT BE CONSTRUED AS AN APPROVAL OR CERTIFICATION THAT SUCH PLANS AND SPECIFICATIONS ARE TECHNICALLY SOUND OR PROPERLY ENGINEERED.
- E. The CHACC shall maintain a list of builders who, in the discretion of the CHACC, shall be permitted to perform construction within the subdivision. Only improvements to be constructed by those builders appearing on such list will be approved by the CHACC.
- F. No mobile, modular, or prefabricated homes of any kind shall be placed or constructed upon any property within the above-described lands. All applicable building codes for the City of Bentonville must be complied with. Any conflict between the city codes or ordinances of the city of Bentonville and these CCR or the specification of the CHACC shall be resolved in favor of the more restrictive provisions.

3. GENERAL RESTRICTIONS.

- a. No obnoxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- b. No tent, shack, or barn shall be erected on any lot in this property, temporarily or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of a short duration shall be considered as excluded by this provision.
- c. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they docile and are not kept, bred or maintained for commercial purposes.
- d. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition. Containers for trash or garbage that is to be picked up on a regular basis may be placed in the open for access on days when such pick-up is scheduled. At all other times such containers must be stored in such a manner as to be shielded from view by adjoining property owners or from the street.

- e. No building material of any kind or character shall be placed or stored upon any property until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. During construction all construction debris, refuse, and trash shall be confined so as to prevent same from blowing or scattering about the adjoining properties or the development. Such confinement must be reflected in the submissions to the CHACC and approved prior to construction.
- f. No previously approved structure shall be used for any purpose other than that for which it was originally approved.
- g. No cars, trucks, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, motor homes, travel trailers, campers, boats, motors or trailers shall be kept on the Common Area, on any lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as not to be visible from the street. However, subject to the approval of the CHACC, boats or other motor vehicle may be stored on the rear of a lot provided such storage is not visible from any street or from any other lot within the above property.
- h. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot. The Property Owners Association shall have the right, privilege and option to cause any unkempt lots to be mowed and to remove dead trees, plants or other vegetation and debris from such lot if, after ten days' notice in writing, from the Property Owners Association to the owner, the owner has failed or neglected to do so, and the Property Owners Association shall be entitled to a lien on such lot for the cost of such work.
- i. The placement of electronic antennas or satellite receiver dishes must be approved by the CHACC. Under no circumstance shall any such device be placed in front of any residence in the property. Such devices may be placed beside a residence with proper screening approved by the CHACC. Only the small 18-24 inch satellite receiver dishes will be approved.
- j. There shall be no hunting, trapping, unnatural harm to animal nor any target or trap shooting within the property.

- k. The approval requirements outlined in Section 2, above will also apply to fencing. Fencing of front yards is prohibited. Fencing on corner lots shall not extend beyond the front setback line of any adjoining property. The approval of the type and exact location of such fencing shall be in the sole discretion of the CHACC. Other types of decorative fencing around swimming pools will be permitted subject to the approval of the CHACC. Shadow box fencing (1x6x6 with metal poles) is the only style of fencing allowed in the Cottage area. All rear property lines adjacent to greenbelt areas must have shadow box fencing. Lots 20 – 40 (Woods) must have 6 foot black tubular aluminum fencing as a minimum standard.
- l. Except as required for approved construction, no tree having a diameter of 2 inches or more shall be removed from any property within the above lands without the prior written approval of the CHACC.
- m. Not less than 80 %(eighty per cent) of the exterior walls of any home constructed within the above lands shall be constructed of brick, stone or stucco unless approved in writing by the CHACC. On exterior areas not constructed of brick, stone or stucco such designated materials must be approved by the CHACC. The color of such material shall be noted on plans and specification submitted for approval to the CHACC.
- n. All mailboxes shall be as required by the CHACC. The CHACC may require specific mailboxes and or designs for each respective neighborhood of Chapel Hill. The mailbox design and location must be included on plans and specification submitted for approval to the CHACC.
- o. CHACC must approve any garage entrance facing the front lot line of the property upon which it is constructed in The Woods (Lots numbered 1-40) neighborhood of Chapel Hill. All 'Woods' and Cottage lot residences' garages must have a designer trim kit approved by the CHACC.
- p. All exposed foundation or stem walls shall be of brick, stone or stucco. No concrete blocks, poured concrete or any other foundation will be exposed.
- q. Unless approved in writing by the CHACC, no building shall have a roof pitch less than 8/12 except that it may have a 4/12 roof equal to no more than twenty per cent (20%) of the area covered by all roof surfaces, patios, porches and dormers subject to approval of the CHACC. Wood grain composition roofing material having a thirty (30) year or more rating (such as Elk-Weatherwood / 30-year) with a weathered wood color and appearance shall be required on all Cottage lot (Lots numbered 41-95 and 96-126). Roofing materials and roof pitch for all The Woods lots/structures shall be approved exclusively by the CHACC.

- r. All dwellings with windows other than wood must be painted in color harmony with the exterior color and texture of the residence. Windows may be wood or vinyl or as approved by the CHACC. Wood frames shall be painted, sealed or stained.
- s. Except for the soffit and fascia, no steel, aluminum, vinyl or plastic siding shall be permitted on any building on any lot. No siding to be utilized below the first floor top plate line.
- t. Garage doors must be painted in color harmony with the exterior color and texture of the residence. Garage doors, designer or trim kit, on all Cottage lot residences shall be approved by the CHACC. Any garage doors on the Woods lot residences shall require approval of the CHACC.
- u. The front elevations of all lots and side elevations of any corner lot must be professionally landscaped to the requirements of the CHACC. All front, side and back yards must be sodden on the completion of any residence in the subdivision. All front and street-exposed side yards shall be professionally irrigated.
- v. Interior fences and walls situated upon lots shall, 1) not extend beyond the building line of any residence is built behind the front building line of any residence. If a residence is built behind the front building line of a lot, a fence may not extend beyond that point nearest the street at each corner. 2) Comply with requirements outlined in item K must have metal posting. Such metal posting shall be interior of the fencing and not visible from any public street. All wood fencing shall be constructed with the trimmed/finished siding exposed to any areas visible from public view. The CHACC may, but shall not be obligated to, grant an exception to this provision upon written request. No chain link, barbed wire, mesh or other metal fencing shall be permitted under any circumstances except for areas deemed appropriate by the Developer. 3) Shall not exceed 6 feet in height except when approved by the CHACC.
- w. The CHACC, in association with the Developer, shall review and approve all fencing that abuts Reserve Areas, ensuring that consistent materials and fence installation provide a uniform boundary for the Reserve Areas.
- x. Building setbacks, side yards and rear yards minimums shall adhere to requirements as set out by the City of Bentonville. Any waiver shall be approved in writing by the City of Bentonville and the CHACC.

- y. The CHACC may waive, in a particular instance, the building material requirements or any other requirement as set out in this subsection; provided, such waiver to be effective must be in compliance with any and all City of Bentonville development standards and approved by a majority of the CHACC.
- z. No above ground pools

4. BUILDING LOCATION.

In accordance with the City of Bentonville development regulations/standards building setbacks, side yards and rear yards shall be the following:

Front yard setback with side load/rear garage:	20' feet
Front yard setback with garage:	30' feet
Side yard:	7' feet
Rear yard:	25' feet

5. MAIL RECEPTACLES.

The design and location of all mail receptacles shall conform to all United States Post Office rules and regulations and be approved by the CHACC prior to installation.

6. PROPERTY OWNERS ASSOCIATION, MEMBERSHIP DUES AND
CREATION OF LIENS.

(A) For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in the development, the entrance, security gates and fencing, if any, and drainage, if any of the above, and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property, each and every lot owner, in accepting a conveyance of any lot in this property, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Property Owners Association, a non-profit corporation (hereafter, the POA). Each such member of the POA, including the developer, shall have one (1) vote for each lot owned within the Property. The Developer shall retain full voting control of the POA until such time as 90% of the lots in the Development have been sold.

(B) The Property Owners Association may, by majority vote of its duly elected Board of Directors, levy assessments or dues against all lot owners in order to defray the costs of performing maintenance or repairs upon common property within the property. All property owners in the property shall pay the required dues to the Property Owners Association promptly when the same become due, and in the event of failure to pay the same promptly when the same become due, such dues shall constitute a lien upon the property owned by such owner in the Addition and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas. All delinquent assessments shall bear interest at the maximum rate permitted by Arkansas law at that time from the date the same become due until they are paid, and the association shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments or dues, all of which shall be a part of the lien for dues.

(C) The liens herein created or retained for unpaid assessments or dues to the Property Owners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of owners of any of the lots in the addition up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive, mortgages, deeds of trust, and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

7. SEWAGE DISPOSAL.

All plumbed improvements in the development shall be connected to the Bentonville municipal sewage disposal system.

8. EASEMENTS.

Utility easements are hereby created and reserved for a distance of ten (10) feet on either side of any property line. This easement shall be for the purpose of construction and maintenance of any utilities necessary to serve the Property. This easement shall include ingress and egress for the purpose of such construction and maintenance.

9. MAINTENANCE OF EASEMENTS.

Within the utility 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 or flow of drainage channels within the easements or which may obstruct or retard the flow of water through drainage channels within the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the Developer, a public authority, or utility company is responsible.

10. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall hedge, or shrub that obstructs a sight-line at elevation between two (2) and six (6) feet above roadways shall be placed or permitted to remain or any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the streets property lines. The same sight-lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley. No tree shall be permitted to remain within such distance of such an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight-line.

11. SIGNS.

All signs are prohibited upon the Properties, except as approved by the CHACC, and except:

1. Signs erected by the City of Bentonville or Developer for dedication of streets, traffic control and directional purposes;
2. Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 6 square feet in area. No more than 2 signs can be displayed on any single lot
3. Signs erected by the Developer advertising the name and entrance of the subdivision.
4. Signs erected by the Developer or builder advertising the showing of a model home or show house. (Builder signs must be approved by the CHACC).

12. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.

If the owner or occupant of any lot fails to observe any covenant and if the default continues after ten (10) days written notice to the owner, then the Developer, their successors or assigns, may without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) the lot, remove or cause to be removed the garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the lot in a neat, attractive and healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable costs of such work and associated materials. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay the statement immediately upon request. The Owner, or any other property owner within the Property, may bring any action provided by law, either at law or equity, for the enforcement of these Covenants.

13. TERM AND AMENDMENT OF THE COVENANT.

These covenants shall run with the land. All persons or corporations who now own or shall hereafter acquire any of the lots in this property shall be deemed to have agreed and covenanted with the owners of all other lots in this property and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 25 years from the date these covenants are recorded, and these covenants shall thereafter

automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the property agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by the owners of 75% of the platted lots within the Development. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

14. RIGHT TO ENFORCE.

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this property and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the property, their heirs, successors and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the property. Any owner or owners of lots in this Property, or Owners, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

2005 20443
Recorded in the Above
Deed Book & Page
04-27-2005 01:54:17 PM
Benton County, AR
Brenda DeShields-Circuit Clerk

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal on this
22nd day of MARCH, 2005

CHAPEL HILL ASSOCIATES, LLC.
Owner and Developer

BY: Steve Davis
Steve Davis, Managing Member

ACKNOWLEDGMENT

STATE OF Arkansas)
)ss
COUNTY OF Benton)



On this day before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Steve Davis, to me well known or satisfactorily proven to be the Managing Member of Chapel Hill Associates, LLC. the party in the foregoing instrument and stated that he had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 22nd day of March, 2005.

My Commission Expires: 1-22-14 Donna J. Smith
NOTARY PUBLIC

Benton County, AR
I certify this instrument was filed on
04-27-2005 01:54:17 PM
and recorded in Deed Book
2005 at pages 20432 - 20443
Brenda DeShields-Circuit Clerk

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE CHAPEL HILL
SUBDIVISION TO THE CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions (the "CCRs") governing the use of the property for the highest of residential uses and to restrict the use of the lots within the Chapel Hill Subdivision, Bentonville, Arkansas, were recorded in the records of Benton County, Arkansas, on April 27, 2005, in **Book 2005 at Page 20432** of said records; and,

WHEREAS, the CCRs specifically provide in Article 13 thereof that the CCRs may be amended at any time by the owners of seventy-five percent (75%) of the lots in the subdivision by an instrument executed and acknowledged by the requisite number of lot owners and recorded in the real estate records of Benton County, Arkansas; and,

WHEREAS, after an affirmative vote of not less than seventy-five percent (75%) of the lots owners in Chapel Hill subdivision approving certain amendments to these CCRs, the Board of Directors of the Chapel Hill Property Owners Association, Inc., has caused this amendment to the CCRs to be prepared and presented to the owners of the requisite number of lots for execution and acknowledgment.

NOW THEREFORE, the undersigned, duly authorized as above described, hereby adopt the amendment to the CCRs as set forth below and impose upon the property within Chapel Hill Subdivision the amendment to said CCRs stated herein and declare that the stated amendment to said CCRs shall apply to all of the property of the Chapel Hill Subdivision as described in the original CCRs, same running with the land:

1. Article 2, paragraph "A" thereof, is hereby amended by the addition of the following provisions to the end of said paragraph:

All owners are required to live in the property for a minimum of 1 year before the property may be leased/rented. Short term leasing/rental of property, in part or in whole, which is less than one year in duration is prohibited. Any original leasing/rental agreement must be for a minimum of one (1) year, with notification provided to the Board of Directors, and a current copy of the agreement provided to the Chapel Hill Property Manager to be held on file. Month to month leasing/rental may follow in connection to the original lease/rental agreement and tenants. All lessees/renters are required to observe all rules outlined in the Covenants. The Board may grant a waiver of the restriction for a particular owner if enforcement of the restriction would result in an extreme financial or personal hardship.

Owners agree that listing or advertising the property by any means that promotes the property being available for short term subletting, rental, or occupancy shall be a violation of the Covenants and is prohibited. Prohibited listing and advertising sites include, but not limited to: Airbnb, VRBO, HomeAway, Craigslist, Facebook, Nextdoor,

2. Article 3, paragraph "G" thereof, is hereby amended by the addition of the following provisions to the beginning of said paragraph:

All dwelling units must have off-street parking only, and shall not be permitted to park off of designated driveways or parking pads. All vehicles shall be parked in the garage or driveway of the respective lot. Unless approved by the CHACC, no vehicle shall be parked on the street at the front building line for more than a 72 hour period. Habitual or repetitive parking on the street, even if parked for less than a 72 hour period, is prohibited. Unless absolutely necessary, family members, guests or invitees of a residence shall park in front of the host residence on the same side of the street

3. Except as herein specifically amended the original Covenants, Conditions, and Restrictions as above described and recorded shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this 19th day of, September, 2018.

CHAPEL HILL PROPERTY
OWNERS ASSOCIATION, INC.

ATTEST:

BY: David Dalton
President

Stephannie Baker
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared David Dalton and Stephannie Baker to me well known or satisfactorily proven to be the President and Secretary of the Chapel Hill Property Owners Association, Inc., the party in the foregoing instrument and stated that the had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 19th day of September, 2018.

My Commission Expires: Jan 19, 2027

Mariah Lee Fields
NOTARY PUBLIC



User Name: LAURA
CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
L201851098 9/27/2018 11:59:36 AM
Brenda DeShields, Circuit Clerk
BENTON CO, AR FEE \$20.00