

FILED
FOR RECORD
78 JUN 21 AM 2:20
WASHINGTON COUNTY
ARKANSAS
PUBLIC RECORDS
COURT HOUSE
FAYETTEVILLE, ARK.

COVENANTS OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

These covenants of assurance are entered into by and between the parties hereto on this 2nd day of June, 1978.

W-I-T-N-E-S-S-E-T-R:

WHEREAS, Dr. James S. Hays and Oma June Hays, William Sherwood and Janie L. Sherwood, Tommy Cornwell and Eva Cornwell, as the owners of the following described real property situated in Washington County, Arkansas, to-wit:

A part of the SE $\frac{1}{4}$ of Section 35, Township 17 North, Range 30 West in the City of Fayetteville, Washington County, Arkansas, described as follows: Beginning at a point which lies 20.0 feet East of the SE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 17 North, Range 30 West and running thence S 0°18'E 496.8 feet; thence West 20.0 feet; thence S 0°18'E 785.3 feet to the North right-of-way of Township Road; thence N 89°46'W with said right-of-way 200.41 feet; thence North 0°47'W 445.3 feet; thence N 1°41'E 105.05 feet; thence N 0°19'W 525.0 feet; thence N 42°14'W 106.08 feet; thence West 179.2 feet; thence N 70°18'W 360.0 feet to the point of beginning, containing 9.52 acres, more or less. The foregoing property being known as West Wind, a planned unit development, the plat of which is filed for record in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

AND WHEREAS, said owners desire to establish certain covenants of assurance to assure the orderly development of the above-described real property and to further assure the protection of the investment made in such property by this owner and all others who shall purchase herein.

THEREFORE, the following covenants of assurance are deemed in full force and effect, the same to run with and apply to all of the above-described real property from this date forward until the same shall terminate or be modified according to the provisions herein, to-wit:

1. All lots in Phase One of said planned unit development shall be known and described as residential lots and no structure shall be erected on any plot other than one family.

detached dwellings not to exceed two stories in height with one, two or three car attached garage, except by special approval of either the subdivider or the property owners association as hereinafter provided for. Any additional phases to this planned unit development will participate in the maintenance, upkeep and repair of the common area and the street of this phase on a per unit basis. Each living unit using the street and common area of this phase for ingress and egress will participate on an equal share basis in the payment of any dues or assessments in the maintenance and repair of said street and common area, as if they were all lot owners in Phase One, and as such will be treated as equal members of the West Wind Property Owners Association as hereinafter provided for. For the purpose of these protective covenants, Dr. James B. Hays and Oma June Hays, shall be the subdivider.

402

2. Utility easements are reserved over the lots in those widths as shown on the recorded plat, and such easements are for utility use only, the ownership of the same remaining in the lot owner.

3. All common access easements and areas depicted upon the recorded plat shall be available to all lot owners in the planned unit development. It is expressly intended that the street (Sherwood Lane) in Phase One of West Wind, connecting only to city street (Township Road) is a private road and that all maintenance and upkeep of said private road is the responsibility of the West Wind Property Owner's Association as hereinafter provided for. The City of Fayetteville, Arkansas, is to have no responsibility for the maintenance or upkeep of said private road, however, the City of Fayetteville and other governmental agencies shall have the right to use said private road to provide fire, police, sanitation, utility and delivery services.] The entire roadway and common access area constitutes a general utility easement and it will be the responsibility of the above indicated property owner's association to maintain at all times, a fifteen foot by fifteen foot roadway clearance for city fire

and sanitation vehicles. In the event said private road should ever connect two city streets, it must be brought to the then current minimum city street standards, at the expense of the property owners.

4. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhoods, it being the express understanding that the planned unit development is for residential purposes only.

25
8
20

5. No building shall be erected on any lot nearer than 25 feet to the front lot line, nor nearer than 8 feet to any sideline, nor nearer than 20 feet to the rear lot line. On corner lots, no structure shall be permitted nearer than 25 feet to the side lot line abutting a side street. However, as this addition is a planned unit development, any and all setback requirements may be reduced or otherwise modified, but not increased, if expressly permitted by the subdividers in writing.

6. No residential lot shall be re-subdivided into a smaller lot, but part of a lot may be sold in connection with another full lot.

7. No trailer, basement, tent, shack, garage, barn or other building shall be erected in the subdivision to be used as a temporary dwelling, nor shall any residence of any temporary character be permitted. Basements and garages may be built only as a part of a permanent residence. No prefabricated modular houses shall be built on any lot without the written approval of the property owners association or the subdividers. This shall not preclude or prevent the erection of temporary construction facilities on said lot, by the subdividers during construction phases.

8. No structure shall be moved onto any lot to be utilized as a residence. No building shall be erected, or altered, on any lot until the design, plans, elevations and location thereof have been approved in writing by a committee appointed

Alterations

by the subdividers, or by the subdividers acting in the capacity of such committee until and unless such committee is or is not appointed. If no such committee has been appointed by the subdividers at the time a majority of the lots in said subdivision have been sold, then such committee shall be elected by a majority of the owners of the lots in the subdivision. However, in the event such committee is not in existence, or fails to approve or disapprove a design proposed within ten (10) days after request made in writing to the subdividers, then such approval will not be required, providing the design, size and location on the lot conforms to these regulations and is in harmony with the existing structures already in the planned unit development. In any case, either with or without the approval of the committee or subdividers, the floor area of any building must meet the following minimum requirements, to-wit: A minimum square footage of 1800 sq. feet; or a one and a half, or two story on these lots must contain at least 800 square feet of floor area on the first floor with a total living area of 1800 square feet on all floors. All of the foregoing minimums are exclusive of carports and storage or garages, porches, patios and decks. Exceptions to the foregoing minimum square feet of living area may be specifically granted by the committee previously set forth herein, or by the subdividers for specially designed or unusually expensive homes to be built, provided that the design and quality of the structure would be in harmony with the general character of other homes in the planned unit development, or not be detrimental to the future development of said planned unit development.

9. No fence of solid nature that would block the view of any lot or have an unsightly appearance is to be erected in the planned unit development, with the exception of temporary fences which may be constructed by the subdividers during the construction phase.

fences

10. No signs, with the exception of the planned unit

965 944

identification signs, shall be displayed to the public view on any lot. However, one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or any signs used by the subdividers or builder to advertise the property during the construction and sales period, will be permitted.

11. 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 are not kept, bred, or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. Nothing in these covenants shall be deemed to restrict the rights of the subdividers or the property owners association or established horizontal property regimes within said planned unit development to establish and enforce rules, regulations and other covenants governing the operation, ownership and maintenance of said planned unit development, however, in no event shall said rules and regulations so promulgated have any force and effect if the same shall conflict with these covenants of assurance, and to the extent that such shall conflict with these covenants of assurance, the same shall be null, void, and of no effect whatsoever.

14. These covenants and restrictions are to run with the land, and shall be binding upon the subdividers, its successors and assigns for a period of twenty-five (25) years from the date hereof. At any time within six (6) months from the expiration period, a majority of the lot owners may express their intention in writing, drafted so as to be recorded with the registrar of deeds, that they no longer wish for said covenants of

assurance to remain in full force and effect, and the same shall therefore be terminated as of the expiration date. In the event that no such action is taken, then these covenants shall continue for additional periods of five years, and may be terminated at the end of each five year period in accordance with the terms set forth for the original termination. It is further provided that, should a three-fourths majority of lot owners at any time wish to amend these covenants of assurance, either by adding to or taking from the present form, the same shall be incorporated and a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof.

15. If any of the parties hereto, or their successors in title, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions as hereinabove set forth, prior to the expiration or termination of these covenants of assurance, both in the original term and continuations thereof, then it shall be lawful and authorized for any other person or persons, either as a class or singularly, who own any lot in this planned unit development, or any portion thereof, to prosecute any proceedings at law or in equity against the person or persons so violating, or attempting to violate, any such covenant or restriction, or other penalties for such violation, further, to utilize any and all other remedies at law or equity which may now exist or which may hereafter apply.

16. All owners of property described hereinabove shall belong to the association known as West Wind Property Owner's Association, which association shall be duly incorporated pursuant to the laws of the State of Arkansas as a corporation not for profit. That association shall be governed by a Board of Directors elected to office by the property owners herein and shall be managed according to the By-laws and the rules and regulations promulgated thereunder. The authority of the Board of Directors in the enforcement of these covenants of assurance

and in the enforcement of the rules and regulations of said association shall be absolute and all owners consent to said enforcement by their purchase of real property and dwellings hereunder. Among its other powers, said Board of Directors shall have the authority to make assessments against the real property and dwellings of the owners in order to obtain the means required to maintain the common area and private road. Such assessments will be made on a per living unit basis, with at least one share per lot, both in this present phase and by other phases using this private road for ingress and egress, with the owners of such other phases indicating their agreement of this assessment method by their signing these protective covenants of assurance below. Said assessments when made, shall constitute a valid lien on the real property benefitted thereby to the extent of said assessment and if not paid when due, shall be subject to foreclosure.

17. There shall be no parking whatever on, upon, or along the streets in said Phase One. Each lot owner shall provide sufficient off-street parking for himself, his guests, invitees and servants.

WITNESS our hands and seals on this 2nd day of June, 1978.

James B. Hays
Dr. James B. Hays

One June Hays
One June Hays

William Sherwood
William Sherwood

Janis L. Sherwood
Janis L. Sherwood

Tommy Cornwell
Tommy Cornwell

Eva Cornwell
Eva Cornwell

The undersigned adjacent property owners hereby join in execution of the above and foregoing covenants. Such execution shall not, however, subject the property of the undersigned to the same provisions or restrictions as provided herein.

J. R. Younkin
J. R. Younkin

Katherine R. Younkin
Katherine R. Younkin

Sonja K. Brandon
Sonja K. Brandon

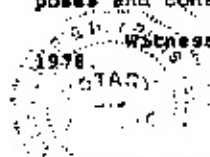
Johnie Bassett
Johnie Bassett

Ora V. Bassett
Ora V. Bassett

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

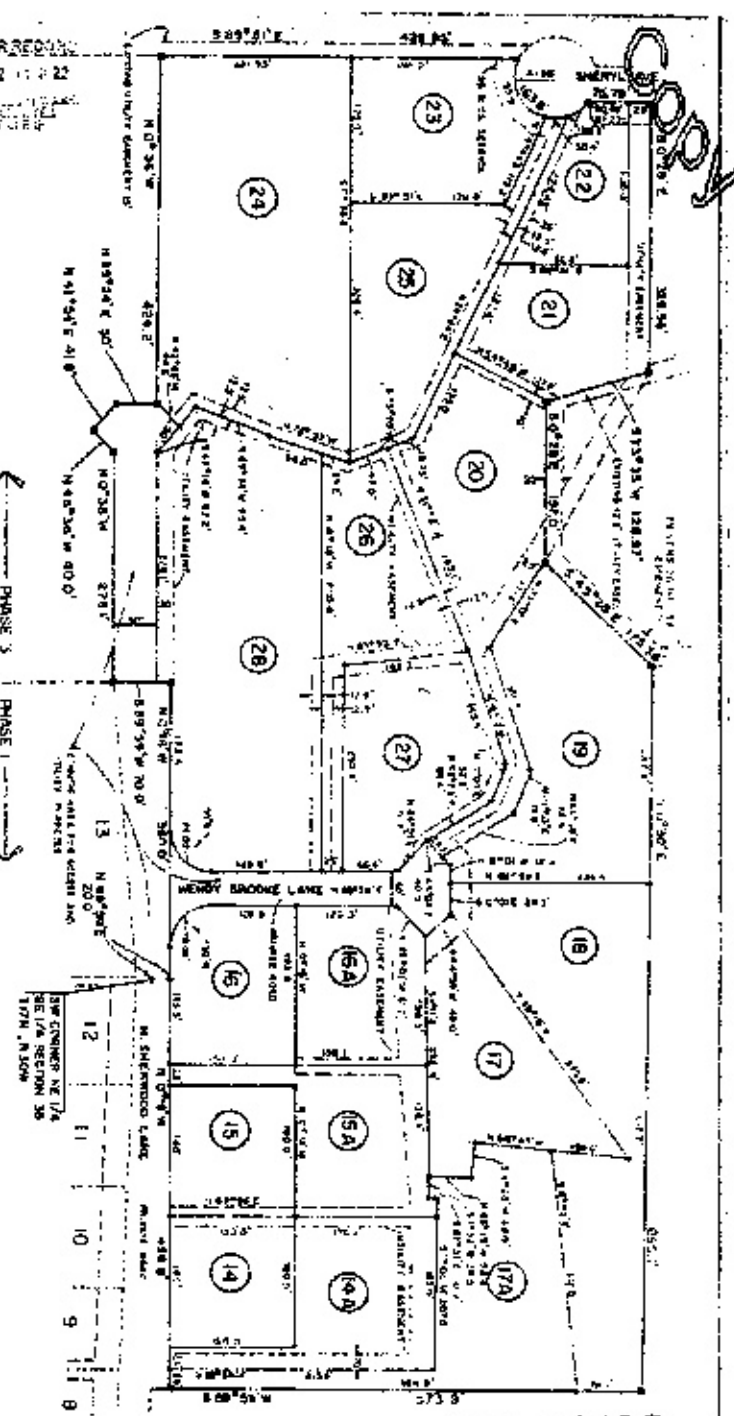
BE IT REMEMBERED that on this 2nd day of June, 1978, came before the undersigned, a Notary Public within and for the County and State aforesaid, Dr. James B. Hays, Oma June Hays, William Sherwood, Janie L. Sherwood, Tommy Cornwall, Eva Cornwall, J. R. Younkin, Katherine R. Younkin, Sonja K. Brandon, Johnie Bassett and Ora V. Bassett, parties to the foregoing Covenants of Assurance, and stated that each had signed the same for the purposes and consideration set out therein.



Witness my hand and seal this 2nd day of June, 1978.

James B. Hays
Notary Public

My Commission Expires:
6/5/78



LEGEND
 PLD BOUNDARY
 LOT BOUNDARY
 EASEMENT
 SCALE 1"=100'



Book 8-49

PHASE 2
 PHASE 1
 PHASE 3

WEST WIND PLANNED UNIT DEVELOPMENT

PHASE 2: SINGLE FAMILY RESIDENTIAL

PHASE 1: SINGLE FAMILY RESIDENTIAL

PHASE 3: SINGLE FAMILY RESIDENTIAL

PHASE 2: SINGLE FAMILY RESIDENTIAL

PHASE 1: SINGLE FAMILY RESIDENTIAL

PHASE 3: SINGLE FAMILY RESIDENTIAL

PHASE 2: SINGLE FAMILY RESIDENTIAL

PHASE 1: SINGLE FAMILY RESIDENTIAL

PHASE 3: SINGLE FAMILY RESIDENTIAL

PHASE 2: SINGLE FAMILY RESIDENTIAL

PHASE 1: SINGLE FAMILY RESIDENTIAL

PHASE 3: SINGLE FAMILY RESIDENTIAL

PHASE 2: SINGLE FAMILY RESIDENTIAL

PHASE 1: SINGLE FAMILY RESIDENTIAL

PHASE 3: SINGLE FAMILY RESIDENTIAL

PHASE 2: SINGLE FAMILY RESIDENTIAL

PHASE 1: SINGLE FAMILY RESIDENTIAL

PHASE 3: SINGLE FAMILY RESIDENTIAL

NORTHWEST ENGINEERS
 CIVIL ENGINEERING CONSULTANTS
 505 WASH
 FAYETTEVILLE, ARKANSAS

PLANNED BY: W.E.S.
 CHECKED BY: [Signature]
 FIELD BOOK: 14
 JOB NO: 77-110
 SCALE: 1"=100'
 DATE: 10/18/78
 SHEET: 1 OF 1

FINAL PLAT of PHASE 2
 WEST WIND PLANNED UNIT DEVELOPMENT

FAYETTEVILLE ARKANSAS

COVENANTS OF ASSURANCE

FILED FOR RECORD
6:19 JAN 12 PM 1979

KNOW ALL MEN BY THESE PRESENTS:

These covenants of assurance for West Wind Phase II, MEYER, plat of which is filed for record in the office of the Circuit Clerk and Ex-Officio Recorder for Washington County, Arkansas, are entered into by and between the parties hereto on this 29th day of March, 1979.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Dr. H. B. Brandon and Sonja K. Brandon, J. R. Younkin, and Katherine R. Younkin, Johnie Bassett and Ora V. Bassett, and Dr. Charles Cale and Sherlyn Cale are the owners of the following described real property situated in Washington County, Arkansas, to-wit:

A part of the E1/2 of the SE 1/4 of Section 35, Township 17 North, Range 10 West in the City of Fayetteville, Washington County, Arkansas described as follows: beginning at a point which is N89° 59' E 20.0 feet from the SW Corner of the NE 1/4 of the SE 1/4 of said Section; thence N0° 18' W 360.0 feet; thence S89° 59' W 70.0 feet; thence N0° 36' W 278.1 feet; thence N45° 36' W 40.0 feet; thence N41° 54' E 41.8 feet thence N89° 24' E 50.0 feet; thence N0° 36' W 424.2 feet to the SW Corner of Lot 10 of Rosewood Estates Addition; thence S89° 51' E with said South line 426.95 feet to the right-of-way of Sheryl Avenue; thence Southerly and Easterly with the curve of said right-of-way, the radius of said curve being 50.0 feet, a distance of 163.6 feet; thence Easterly with the curve of said right-of-way on a radius of 275.0 feet a distance of 75.79 feet to the NW Corner of Lot 7 of the Rosewood Estates Addition; thence S0° 28' E 329.96 feet; thence S73° 35' W 128.97 feet; thence S0° 28' E 197.0 feet; thence S45° 28' E 175.36 feet; thence S0° 30' E 885.1 feet; thence S89° 59' W 573.9 feet; thence N0° 18' W 496.8 feet to the point of beginning, containing 21.09 acres, more or less.

AND WHEREAS, said owners desire to establish certain covenants of assurance to assure the orderly development of the above-described real property and to further assure the protection of the investment made in such property by this owner and all others who shall purchase herein.

THEREFORE, the following covenants of assurance are deemed in full force and effect, the same to run with and apply to all of the above-described real property from this date forward until the same shall terminate or be modified according to the provisions herein, to-wit:

1. All lots in Phase Two of said planned unit development shall be known and described as residential lots and no

structure shall be erected on any plot other than one family, detached dwellings not to exceed two stories in height with one, two or three car attached garage, except by special approval of either the subdivider or the property owners association as hereinafter provided for. Any additional phases to this planned unit development will participate in the maintenance, upkeep and repair of the common area and the street of this phase on a per unit basis. Each living unit using the street and common area of this phase for ingress and egress will participate on an equal share basis in the payment of any dues or assessments in the maintenance and repair of said street and common area, as if they were all lot owners in Phase Two, and as such will be treated as equal members of the West Wind Property Owners Association as hereinafter provided for. For the purpose of these protective covenants, Dr. H. S. Brandon and Sonja K. Brandon, J. R. Younkin, and Katherine R. Younkin, Johnia Bassett and Ora V. Bassett, shall be the subdividers of West Wind Phase Two.

2. Utility easements are reserved over the lots in those widths as shown on the recorded plat, and such easements are for utility use only, the ownership of the same remaining in the lot owner.

3. All common areas for access depicted upon the recorded plat for Phase One and Phase Two shall be available to all property owners of Phase One and Phase Two of West Wind. Wendy Brooks and North Sherwood Lane are private roads and all maintenance and upkeep of the private roads is the responsibility of West Wind Property Owners Association as hereinafter provided for. By mutual and previous agreement of the subdividers, the owners of lots 17-A, 21, 22, 23 and 25 of West Wind Phase Two shall not be responsible for the maintenance of these common access roads. The City of Fayetteville, Arkansas, is to have no responsibility for the maintenance or upkeep of said private roads, however, the City of Fayetteville and other governmental agencies shall have the right to use said private road to provide fire, police, sanitation, utility and delivery services. The entire roadway and common access area constitutes a general

utility easement and it will be the responsibility of the above indicated property owner's association to maintain at all times, a fifteen foot by fifteen foot roadway clearance for city fire and sanitation vehicles. In the event said private roads should ever connect two city streets, they must be brought to the then current minimum city street standards, at the expense of the property owners.

4. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhoods, it being the express understanding that the planned unit development is for residential purposes only.

5. No building shall be erected on any lot nearer than 25 feet to the front lot line, nor nearer than 12 feet to any sideline, nor nearer than 20 feet to the rear lot line. On corner lots, no structure shall be permitted nearer than 25 feet to the side lot line abutting a side street. However, as this addition is a planned unit development, any and all setback requirements may be reduced or otherwise modified, but not increased, if expressly permitted by the subdividers in writing.

6. Except as hereinafter provided, no residential lot shall be re-subdivided into a smaller lot, but part of a lot may be sold in connection with another full lot. However, Lot 28 may be re-subdivided into four or less lots.

7. No trailer, basement, tent, shack, garage, barn or other building shall be erected in the subdivision to be used as a temporary dwelling, nor shall any residence of any temporary character be permitted. Basements and garages may be built only as a part of a permanent residence. No prefabricated modular houses shall be built on any lot without the written approval of the property owners association or the subdividers. This shall not preclude or prevent the erection of temporary construction facilities on said lot, by the subdividers during construction phases.

8. No structure shall be moved onto any lot to be utilized as a residence. No building shall be erected, or altered, on any lot until the design, plans, elevations and location thereof

have been approved in writing by a committee appointed by the subdividers, or by the subdividers acting in the capacity of such committee until and unless such committee is or is not appointed. If no such committee has been appointed by the subdividers at the time a majority of the lots in said subdivision have been sold, then such committee shall be elected by a majority of the owners of the lots in the subdivision. However, in the event such committee is not in existence, or fails to approve or disapprove a design proposed within ten (10) days after request made in writing to the subdividers, then such approval will not be required, providing the design, size and location on the lot conforms to these regulations and is in harmony with the existing structures already in the planned unit development. In any case, either with or without the approval of the committee of subdividers, the floor area of any building must meet the following minimum requirements, to-wit: A minimum square footage of 1800 sq. feet; or a one and a half, or two story on these lots must contain at least 800 square feet of floor area on the first floor with a total living area of 1800 square feet on all floors. All of the foregoing minimums are exclusive of carports and storage or garages, porches, patios and decks. Exceptions to the foregoing minimum square feet of living area may be specifically granted by the committee previously set forth herein, or by the subdividers for specially designed or unusually expensive homes to be built, provided that the design and quality of the structures would be in harmony with the general character of other homes in the planned unit development, or not be detrimental to the future development of said planned unit development.

9. No radio or television antennas of any nature shall be erected within the development.

10. No signs, with the exception of the planned unit identification signs, shall be displayed to the public view

on any lot. However, one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or any signs used by the subdividers or builder to advertise the property during the construction and sales period, will be permitted.

11. 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 are not kept, bred, or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. Nothing in these covenants shall be deemed to restrict the rights of the subdividers or the property owners association or established horizontal property regimes within said planned unit development to establish and enforce rules, regulations and other covenants governing the operation, ownership and maintenance of said planned unit development, however, in no event shall said rules and regulations so promulgated have any force and effect if the same shall conflict with these covenants of assurance, and to the extent that such shall conflict with these covenants of assurance, the same shall be null, void, and of no effect whatsoever.

14. These covenants and restrictions are to run with the land, and shall be binding upon the subdividers, its successors and assigns, for a period of twenty-five (25) years from the date hereof. At any time within six (6) months from the expiration period, a majority of the lots owners may express their intention in writing, drafted so as to be recorded with the registrar of deeds, that they no longer wish for said covenants of assurance to remain in full force and effect, and the same shall therefore be terminated as of the expiration date. In the event that no such action is taken, then these covenants

shall continue for additional periods of five years, and may be terminated at the end of each five year period in accordance with the terms set forth for the original termination. It is further provided that, should a three-fourths majority of lot owners at any time wish to amend these covenants of assurance, either by adding to or taking from the present form, the same shall be incorporated and a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof.

15. If any of the parties hereto, or their successors ~~to the~~ title, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions as hereinabove set forth, prior to the expiration or termination of these covenants of assurance, both in the original term and continuations thereof, then it shall be lawful and authorized for any other person or persons, either as a class or singularly, who own any lot in this planned unit development, or any portion thereof, to prosecute any proceedings at law or in equity against the person or persons so violating, or attempting to violate, further, to utilize any and all other remedies at law or equity which may now exist or which may hereafter apply.

16. All owners of property described hereinabove shall belong to the association known as West Wind Property Owner's Association, which association shall be duly incorporated pursuant to the laws of the State of Arkansas as a corporation not for profit. That association shall be governed by a Board of Directors elected to office by the property owners herein and shall be managed according to the By-Laws and the rules and regulations promulgated thereunder. The authority of the Board of Directors in the enforcement of these covenants of assurance and in the enforcement of the rules and regulations of said association shall be absolute and all owners consent to said enforcement by their purchase of real property and dwellings hereunder. Among its other powers, said Board of Directors shall have the authority to make assessments against the real property and dwellings of the owners in order to obtain the means required to maintain the

common area and private road. Such assessments will be made on a per living unit basis, with at least one share per lot, both in this present phase and by other phases using this private road for ingress and egress, with the owners of such other phases indicating their agreement of this assessment method by their signing these protective covenants of assurance below. Said assessments when made, shall constitute a valid lien on the real property benefitted thereby to the extent of said assessment and if not paid when due, shall be subject to foreclosure.

17. There shall be no parking whatever on, upon, or along the streets in said Phase Two. Each lot owner shall provide sufficient off-street parking for himself, his guests, invitees, and servants.

WITNESS our hands and seals on this 29th day of May, 1979.

[Signature]
DR. H. B. BRANDON

[Signature]
SONJA K. BRANDON

[Signature]
J. R. YOUNKIN

[Signature]
KATHERINE R. YOUNKIN

[Signature]
JOHNIE BASSETT

[Signature]
ORA V. BASSETT

[Signature]
DR. CHARLES CALE

[Signature]
SHERLYN CALE

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) **
COUNTY OF WASHINGTON)

BE IT REMEMBERED, that on this 29th day of May, 1979, came before the undersigned, a Notary Public within and for the County and State aforesaid, Dr. H. B. Brandon, Sonja K. Brandon, J. R. Younkin, Katherine R. Younkin, Johnie Bassett, Ora V. Bassett,

Dr. Charles Cale, and Sherlyn Cale, parties to the foregoing Covenants of Assurance, and stated that each had signed the same for the purposes and consideration set out therein.

Witness my hand and seal this ^{May} 29th day of ~~March~~, 1979.

Janice E. Sandage
Notary Public

My commission expires:

May 15, 1981



CERTIFICATE OF RECORD

I, Janice E. Sandage, Notary Public for Washington County, do hereby certify that the instrument or foregoing instrument was filed in recorders office on the 29 day of May, 1979 at 2:23 P.M. and the same is duly recorded in Suborg 993 at page 317.
Witness my hand and seal this 29 day of May, 1979.

Janice E. Sandage
Notary Public
Washington County, Oregon

993 317

BY-LAWS

OF

WEST WIND PROPERTY OWNERS
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is the West Wind Property Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at One McIlroy Plaza, Suite 502 A, Fayetteville, Arkansas, but meetings of members and directors may be held at such places within the State of Arkansas, County of Washington, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the West Wind Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Covenants Of Assurance for Phase I, Phase II and Phase III of West Wind, Planned Unit Development, applicable to the Properties recorded in the Office of the Circuit Clerk of Washington County,

Arkansas, at book 965 page 941, book 993 page 305, and book 1065 page 553.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the third Sunday in February, one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same Sunday of the same month of each year thereafter, at the hour of 3:00 o'clock, P.M.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members are entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be

presented or be represented.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) and not more than five (5) directors, who must be members of the Association. Each Phase of West Wind shall be represented by at least one director.

Section 2. Term of Office. At the first annual meeting the members shall elect four (4) or five (5) directors for a term of two years; and at each annual meeting every second year thereafter, the members shall elect at least three (3) and not more than five (5) directors for a term of two years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the

Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the common area, facilities, and roadways, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by ~~one-fourth~~ ^{any} (1/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the common area or roadways to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein,

the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8: Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse

such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner

personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference the words: West Wind Property Owners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the West Wind Property Owners Association, Inc. have hereunto set our hands this ____ day of _____, 1988.



Jack Springborn



Wayne Britt



Becky Rodgers

Richard Back