



CERTIFICATE OF RECORD
 RB 2018-2634
 VAN BUREN CO, AR FEE \$40.00
 RECORDED: 09/05/2018 8:32:52 AM
 BY: *Ruth Allen* CLERK

**AMENDED AND RESTATED COVENANTS AND RESTRICTIONS OF THE
 HOLLEY MOUNTAIN AIRPARK
 HOLLEY MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.**

The HOLLEY MOUNTAIN PROPERTY OWNERS' ASSOCIATION, Inc. ("POA") located in Sections 29 and 30, Township 12 North, Range 13 West, Van Buren County, Arkansas, with the expressed and due and proper concern for the property owners, the surrounding communities, the ecological and environmental considerations and the protection of each of these from the undesirable use of residential property, have caused the following covenants to be executed. These Covenants and Restriction ("C&Rs"), as amended this date, replace and render null and void any previously issued versions of the C&Rs.

PART 1. AREA OF APPLICATION. The C&Rs shall apply to all lands sold and located in the property described as constituting Holley Mountain Airpark ("Airpark") as described in the covenants recorded as document #20046596 on the 27th day of September, 2004 and as subsequently amended and recorded by the Van Buren County recorder of record. For the purpose of maintaining areas to be used in common with other residents and Owners of property in the Airpark, the roads, runways, taxiways, the runway lights, drainage 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 tract owner, in accepting a conveyance of any tract of land contained within the Airpark agrees to and shall become a Member of the POA, a non-profit corporation, and be subject to the duly enacted By-Laws, rules, and membership assessments ("Assessments") of the association as amended from time to time by the Board of Directors. Immediately upon conveyance of a tract or tracts of land to a new owner, said Owner shall be automatically enrolled as a voting and Assessments paying Member of the POA with all rights, privileges and duties thereof and will automatically be subject to the provisions of the Association By-Laws and such other Association Rules and Regulations as may be applicable. Each tract Owner may thereafter be referred to as either Member or property owner, or simply Owner.

PART 2. LAND USE AND BUILDING TYPE. Ecological and environmental factors shall be given important consideration in the planning, and pursuant activity affecting this land. No portion of this land shall be used except for single family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on this land other than single-family dwellings, not to exceed two and one-half (2-1/2) stories in height, including aircraft hangars, private garage, guest houses, and servant's quarters. Airplane hangars are not to exceed 2-1/2 times the square footage of the residence as described in Part 4 below. Home based businesses are allowed which are confined to the residence and/or hangar.

PART 2A. BUSINESS USE. No commercial business operations such as machinery or automotive repair, aircraft restoration or construction shall be allowed. No trade or business may be conducted in or from any lot except that an Owner or resident in a dwelling unit may conduct business activities within the lot so long as:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the lot;

- (b) The business activity conforms to any and all requirements that may be applicable to the lot and the property;
- (c) The business activity does not involve uninvited persons coming into the Airpark who are not Members of the POA, involve frequent visits by clients of the business that would cause nuisance and disruption to the peaceful enjoyment of the properties by other members of the POA, or involve door-to-door solicitation of residents of the POA; and
- (d) The business activity is consistent with the residential character of the Airpark and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the POA, as may be determined at the sole discretion of the POA whose affairs are managed by the Board of Directors (the "Board"), as further described in the Amended and Restated By-Laws of the POA.

PART 3. ARCHITECTURAL CONTROL.

A. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee ("ACC") is composed of a minimum of three (3) members and a maximum of seven (7) members. In accordance with the By-Laws of the POA, the Board shall appoint the members of the ACC.

B. PROCEDURE. No building shall be erected or placed or altered on any portion of this land until the construction plans and specifications and a plat showing the location of the structures have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, ecological, environmental and taxiway or runway considerations. Once the applicant's plans, specifications and Builder's Checklist, as may be revised from time to time and published on the Association website (or provided by other means to the applicant) have been approved, the applicant shall start substantial construction within one year of said approval or the approval shall be automatically cancelled and re-application to the ACC will be required. No pens, walls, or fences shall be erected, placed or altered on this land nearer to any street than the minimum building set back line unless approved by the ACC. This also includes all structures intended to be used in confining animals and anything that will restrict movement of aircraft during normal operations of taxiing, take offs, and landings.

The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove within 60 days after plans and specifications have been submitted to it, approval shall not be required and the related covenants shall be deemed to have been fully complied with.

C. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

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PART 4. DWELLING SIZE AND QUALITY. No dwelling shall be permitted on this land, the ground floor area of which, exclusive of one story open porches and garages is less than 1,800 square feet for one story. It is the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

PART 5. BUILDING LOCATION. No building shall be located on this land closer than 125 feet from the centerline of the existing runway right of way. No building shall be located within 20 feet of any of the property line. For purpose of this covenant, eaves, steps and open porches shall be considered as a part of a building.

PART 6. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities, and road/taxiways are hereby reserved and shall be 20 feet in width adjacent to any right of way line of any taxiway and 30 feet in easement width of any runway. Additional emergency easements are reserved adjacent to the above easement along all property lines for temporary construction, repair or maintenance of utilities, drainage facility and roads, taxiways, and runways.

PART 7. TEMPORARY STRUCTURES. No structure of a temporary character, such as a mobile home or recreational vehicle (on wheels or a permanent foundation), shacks, tents, basements, barns or storage buildings, shall be used on this land at any time as a residence, for an extended period of time. Small barns or storage buildings can be placed or constructed on the land for animal shelter, for storage of household goods, lawn or garden equipment, providing that said structure does not create an unsightly appearance or detract from the neighborhood and conforms to those requirements contained in PARTs 3 and 5 above and approved by the ACC.

PART 8. NUISANCES. No noxious, offensive, dangerous or noisy activity (other than the normal operation and maintenance of aircraft) shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said lot is located. Lots shall be kept cleaned and free of trash, garbage, and debris, and fires shall be contained in a safe enclosure and must comply with outdoor burning rules and regulations. No grass or weeds shall be allowed to grow to a height that is unsightly in the opinion of the POA. The POA shall have the right, after seven (7) days' written notice to the Owner of a lot, to remove from such lot accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the Owner of the lot for all reasonable costs thereby incurred.

It is also intended that this covenant apply to any runoff from areas where livestock are kept, either as a result of the natural water shed or one altered by any means or activity.

PART 9. SIGNS. No signs may be displayed to the public view on the Airpark except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale, or signs 8 square feet used by a builder to advertise the property during the construction of sale period.

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PART 10. LIVESTOCK. POULTRY AND WILDLIFE. No animals, livestock, exotic animals or wildlife under domestic means shall be raised, bred or kept on this land for any commercial purposes. No swine are allowed for any purpose. Horses and Poultry in minimal numbers for pets are allowed; however, they must be kept in a fashion that adheres to the highest level of maintenance and husbandry to prevent noxious smells, noise or runoff in addition to a manner of maintenance that does not adversely affect the appearance of the property.

Reasonable numbers for this purpose is generally interpreted as not more than two animal units per acre of land. Cats, dogs, and other household pets may be kept. Each dog will have a collar with attached identification tag. All cats and dogs will have a tag indicating a current rabies shot. In all cases, the applicable provisions of Part 3 and Part 8 are applicable to this covenant.

PART 11. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge shrub planting or other obstruction which restricts sight lines or wing tip clearances shall be placed or be permitted to remain on any land which has a roadway on two sides within the triangular area formed by the roadway property lines and the line connecting them at points 40 feet from the intersection of the roadway/taxiway/runway lines, or in the case of rounded corners, property owners, from the intersection of the roadway property lines extended. The same sight line restriction limitations shall apply on this land within 20 feet from the intersection of a roadway property line with the edge of a driveway, taxiway, or runway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines and wing tip clearance.

PART 12. SANITATION. Approval of the Van Buren County Health Department shall be obtained prior to beginning construction of any improvements upon any property subject to these covenants. Every well, spring or other ground or water supply, and all appurtenances thereto, shall be located, constructed, drilled, and tested as required by the statutes of the State of Arkansas and/or the rules and regulations of the Arkansas State Board of Health. The location of ponds and dams will be subject to the approval of the ACC.

Each dwelling and every accessory structure intended for human habitations shall be connected with a private sanitary sewage disposal system, all portions of which shall be installed, constructed, inspected and approved in strict compliance with the minimum specifications of the statutes of Arkansas and/or the rules and regulations of the Arkansas State Board of Health.

PART 13. LIEN FOR MEMBERSHIP ASSESSMENTS. All Owners of property in the Airpark shall pay the required Assessments to the POA promptly when the same become due, and in the event of failure to pay the same promptly when the same become due in accordance with its respective terms of payment, such Assessments shall constitute a lien upon the property owned by such Owner in the Airpark and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.

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PART 14. SUBORDINATION OF LIEN FOR MEMBERSHIP DUES. REVOKED BY THIS AMENDMENT.

PART 15. OIL AND GAS LEASING. No Owner shall grant, deed or convey any rights to surface drilling activities for oil, gas or other mineral exploration including all associated surface activities such as pipelines, overhead and underground utilities, roads, compressor station, dryers or any other activities used in such operations. These lands subject to these restrictions shall not be leased for any surface activity associated with oil and gas exploration of any kind.

PART 16. ABSENTEE OWNERSHIP PROHIBITED. REVOKED BY THIS AMENDMENT.

PART 17. PERSONS BOUND BY THESE COVENANTS. All persons or corporations who now own or shall hereafter acquire any of the tracts in this Airpark development shall be deemed to have agreed and covenanted with the Owners of all other tracts in this addition 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 Revised and Restated C&Rs 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 tracts in the development agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended any time by 75% of the Owners of record as filed with the Secretary of the Association and as reflected on the property deed. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed on record in the office of the Recorder of Van Buren County, Arkansas, duly executed and acknowledged by the requisite number of Owners.

PART 18. RIGHT TO ENFORCE. The covenants, agreements and restrictions herein set forth shall run with the land and title to the tracts in this addition and bind the present Owners, their heirs, successors and assigns, future Owners through or under them shall be taken to hold, agree, and covenant with the Owners of other tracts in the addition, 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 tracts in the addition. It is expressly agreed that any breach of these covenants or restrictions shall constitute irreparable harm and shall create 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. Legal costs associated with the breach of covenants and restrictions will be passed on to the Owner responsible for the infraction.

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PART 19. SEVERABILITY. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS OUR HANDS on this 12th day of June, 2018.



Mike Foote, President of Holley Mountain Airpark Property Owners' Association, Inc.

Corporate Resolution

The undersigned President and Secretary of the Holley Mountain Airpark Property Owners' Association certify that a vote was taken on these amended Covenants and Restrictions and that upon said vote there were 44 votes for said amendment and 3 votes against (93.6% approval). The yea votes constitute more than 75 percent of the Owners/Members entitled to vote. It is therefore resolved that said measure passed and the Covenants and Restriction are hereby amended.



Mike Foote, President of Holley Mountain Property Owners' Association, Inc.



Beth Robinson, Secretary of Holley Mountain Property Owners' Association, Inc.