

## **EXHIBIT "C"**

### **CHARTER OF JACKSON COVE HOMEOWNERS ASSOCIATION, LLC.**

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Arkansas Non-profit Corporation Act, adopts the following Charter for such Corporation:

1. The corporate name is JACKSON COVE HOMEOWNERS ASSOCIATION, LLC.
2. This corporation is a mutual benefit corporation.
3. This corporation is not a religious corporation.
4. (a) The street address and zip code of the initial registered office of the corporation is 2529 South Caraway, Jonesboro, AR 72401
- (b) The county in which the office is located is Craighead.
- (c) The name of the initial registered agent is Rickey L. Jackson.
5. The name and address of each incorporator is Rickey L. Jackson, 2529 South Caraway, Jonesboro, AR 72401
6. The street address and zip code of the principal office of the corporation is 2529 South Caraway, Jonesboro, AR 72401
7. The corporation is for profit.
8. Every person or entity who is a record owner of a fee or undivided fee interest in any lot, which is subject to covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. In any event, there shall be one (1) membership for each of Lots 1 through 29 of the said subdivision and one (1) vote per Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.
9. Upon dissolution, the assets of the corporation will, after 30 days written notices to, each member, be dedicated to a corporation or association with similar purposes to this corporation.
10. Liability of a director to the corporation or its members is limited to the following:

a. Breach of the directors' duty of loyalty to the corporation.

b. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation

of the law; or

c. Liability for unlawful distributions as found in Section 48-58-304 of the Arkansas Code Annotated

11. The purpose or purposes for which the corporation (hereinafter sometimes the "Association") is organized:

a. To provide an entity for the operation, maintenance and preservation of the Common Areas and to insure architectural control and enforce the restrictions of the residences within that certain tract of property in Craighead County, Arkansas, more particularly described as follows:

See Exhibit "E" to the Declaration of Covenants and Restrictions for Jackson Cove Homeowners Association, LLC. attached hereto and made a part hereof

b. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Register, Craighead County, Arkansas, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

c. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

d. To acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and

e. To have and to exercise any and all powers, rights and privileges which a corporation organized under the provisions relating to corporations not for profit of the Arkansas General Corporation act, by law may now or hereafter have or exercise.

12. Other Provisions:

a. The affairs of the corporation shall be managed by a Board of Directors. Names and addresses of the persons constituting the original Board of Directors who are to serve until the first meeting of the members and until their successors are duly chosen and qualified are as follows:

<u>Name</u>	<u>Address</u>
Rickey Jackson	2315 Flatrock Trail Jonesboro, AR 72404
Takida Jackson	2315 Flatrock Trail Jonesboro, AR 7240

b. The association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

c. Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

13. Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting. The highest amount of indebtedness or liability, director contingent, to which this corporation may be subject at any time shall not exceed one hundred fifty percent (150%) of its gross income for the previous fiscal year, except that additional amounts may be authorized by an

affirmative vote of seventy-five percent (75%) of the members.

14. Notice and quorum requirements shall be in accordance with the provisions of the Association's By-Laws.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Arkansas, I, the undersigned, have executed this Charter \_\_\_\_\_ the day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Rickey Jackson

\_\_\_\_\_  
Takida Jackson

## **EXHIBIT "D"**

### **BY-LAWS OF JACKSON COVE HOMEOWNERS ASSOCIATION, LLC.**

#### **ARTICLE I.**

Section 1. Name. The name of this corporation is JACKSON COVE HOMEOWNERS ASSOCIATION, LLC. Its principal place of business is 2529 South Caraway Jonesboro, AR 72401. The corporation may have such other offices within or without the State of Arkansas as the Board of Directors or the members may from time to time designate.

#### **ARTICLE II.**

Section 1. Applicability. These By-Laws and each provision thereof shall be applicable to all lots and members, as defined within the residential subdivision known as JACKSON COVE, PD, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

#### **ARTICLE III.**

The following sections of this Article III shall apply to membership in the Association.

Section 1. Eligibility. The owner or owners of a lot, who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants, including these By-Laws, shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the owner of each lot which is unsold by it. Ownership of a lot shall be the sole qualification for membership of the Association.

Section 2. Voting Rights. The owner or owners of a lot, shall be entitled to one (1) vote at all meetings of the Association. Where two or more persons own a unit, the vote allocated to that unit shall be cast by the one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect for that lot. Where one person or a group of persons owns more than one lot, such person or group of persons owns more than one lot, such person or group shall be entitled to cast one vote for each lot owned.

Section 3. Lien and Other Rights. The Association shall have a lien on the outstanding memberships in order to secure payment of any sums which may become due from the holders thereof to the Association for any reason whatsoever. In addition, for such time as any sums may be due, the member who fails to pay such sum shall not be entitled to any rights or privileges appertaining to such membership.

#### **ARTICLE IV.**

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office of place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meeting of the members of the Association shall be held at 7:00 p.m., on the first Monday in December of each year, beginning in 2021. At such meeting, there shall be elected by the members a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by members representing at least twenty-five percent (25%) of the total number of votes outstanding having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears, at his last known place of address, at least ten (10) days but no more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the members at his last known address by deposit in the box or slot for the United States mail. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of members representing at least fifty one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.

Section 6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the members, each of the members shall have the right to cast his vote on each question. The vote of members representing a fifty-one percent (51%) majority of the total votes entitled to be cast shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Charter, or the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No members shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 8. Proxies. Any member may appoint any other member or the Developer or any other person permitted by law or by these By-Laws as his proxy. In no event may any member (except the Developer) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these By-Laws.

Section 9. Whenever the vote of members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration, or these By-Laws, such meeting and vote may be dispensed with if all members who would have been entitled to vote; upon such action consent in writing to such action being taken.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officer, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors

In the case of special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

## **ARTICLE V.**

Section 1. Number and Qualification. The affairs of the Association shall be governed by the Board of Directors composed of three (3) persons, except for the initial Board of Directors which shall consist of three (3) persons as provided in Section 2 of this Article, a majority of whom (after the second annual meeting) shall be members of the Association.

Section 2. Initial Directors. The initial directors shall be appointed by the Developer and need not be members of the Association. The names of the directors who shall act as such from the date upon which the Declaration is recorded in the Register's Office of Craighead County, Arkansas, until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows:

RICKEY JACKSON

TAKIDA JACKSON



Section 3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and the residential subdivision and may do all such acts and

things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers

and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for:

- (a) Care and upkeep of the common areas, utilities, irrigation system, identification sign, perimeter fences and any other properties charged to the care of the Association.
- (b) Establishment and collection of assessments and/or carrying charges from the members; and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- (c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of JACKSON COVE PD and to provide services for the community in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- (d) Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of JACKSON COVE, PD and to provide services for the community in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- (e) Appoint an Architectural Control Committee. One or more of the directors may serve on this committee.
- (f) To regulate traffic and assign parking spaces.

Section 4. Election and Term of Office. The term of the directors named herein and in the Charter shall expire when their successors have been elected at the first annual meeting of members and are duly qualified.

At the first annual meeting of the members in December of 2021, the members shall elect the directors, who shall constitute the Board of Directors to serve until the annual meeting. The term of office of each director thereafter shall be for a period of one (1) year and until their successors shall have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the membership shall be filled by vote of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the members at the next annual meeting.

Section 6. Compensation. No compensation shall be paid to directors for their services as directors. After the first annual meeting of the members, no remuneration shall be paid any director who is also a member of the Association for services performed for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 7. Organizational Meeting. The first meeting of a newly elected Board of Directors' shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time and place (as hereinabove provided) and purposes of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the directors are present and remain present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meetings.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the Minutes of the proceedings of the Board of Directors.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## **ARTICLE VI.**

Section 1. Designation. The principal officers of the corporation shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. A director may also serve as an officer. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. The directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgement may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors.

Section 4. President. The President shall be the chief executive officer of the Association. In the event he is also a member of the Board of Directors, he shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the Office of President of an Association, including, but not limited to, the power to, appoint committees from among the membership from time to time as he may, in his discretion, decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## **ARTICLE VII.**

Section 1 Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expense, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of

Directors of the Association) to which he may be made a party of reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or JACKSON COVE, PD, (except to the extent that such officers or, directors may also be owners of lots within the subdivision) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the community. No contract or other transaction between the Association and one or more of its directors, or between, the Association and any corporation, firm or Association (including the developer) in which one or more of the directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or void, able because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if either of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or extended. Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

## ARTICLE VIII

The Association, acting by and through its Board of Directors, shall manage and operate JACKSON COVE, PD, and for the benefit of the lots and owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for, the following:

- (a) The cost of such insurance as the Association may effect.
- (b) The cost of providing such legal and accounting services as may be considered necessary to the operation of JACKSON COVE, PD.
- (c) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes assessments or the like, which the Association secures in the discretion of the Board of Directors or by the vote of the members shall deem necessary or proper for the preservation of the common areas.
- (d) The cost of the maintenance or repair on any lot in any event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the subdivision or is otherwise in the interest of the general welfare of all owners of the lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the lot proposed to be maintained and provided, further, that the cost thereof shall be assessed against the lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be sent promptly to the then owner of said lot at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article III, Section 3, of these By-Laws.

Section 2. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, the owner of any lot shall, at his own expense maintain the interior and exterior of any improvements on his lot, including all driveways and any and all equipment, and fixtures therein situate, and its other appurtenances in good order, condition and repair, and in clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his lot and appurtenances.

Section 3. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bonafide emergency involving illness or potential danger of life or property, the Association, through its duly authorized agents or employees, shall have the

right, after reasonable effort to give notice to the owner or occupant, to enter upon any lot at any hour considered to be reasonable under the circumstances.

## **ARTICLE IX.**

Section 1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2 Books and Accounts. Books and accounts of the Association shall be kept under the direction of the treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting JACKSON COVE, PD and its administration and shall specify the maintenance and repair expenses of the expenses incurred. The amount of any assessment required for payment or any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-surplus" account as a capital contribution by the members.

Section 3. Reports. The Association shall furnish its members, and the holder of first mortgages requesting same within ninety (90) days from the date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as member.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by the president and all checks shall be executed on behalf of the Association by such officers, agent or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Seal. There shall be no seal required unless the Board of Directors decides otherwise.

## **ARTICLE X.**

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing a majority of all votes entitled to be cast at any meeting of the members duly called for such purpose, and only after thirty (30) days' prior written notice to the institutional holders of all first mortgages on the lots in JACKSON COVE, PD. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least thirty percent (30%) of the total number of votes entitled to be cast. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

## **ARTICLE XI.**

Section 1. Notice to Board of Directors. Any owner of any lot in the subdivision who mortgages such lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees and the term " mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan Associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States government, or any agency thereof.

## **ARTICLE XII.**

Section 1. Notices. Unless another type of notice is herein elsewhere specifically provided for any and all notices called for in the Declaration or these By-Laws shall be given in writing.

Section 2. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 3. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to



have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 4. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not a part of these By-laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 5. Gender Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 6. Conflicts. These By-Laws are subordinate to all provisions of the Declaration. All of the terms herein except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statutes. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control, and in the event of any conflict between the aforesaid Declaration and any of the laws of the State of Arkansas, the provisions of the state law shall control.

#### **CERTIFICATION**

I certify that these By-Laws were duly adopted at the organizational meeting of the Corporation held on the \_\_\_\_\_ day of, \_\_\_\_\_ 2021, and were approved by all members on said date.

\_\_\_\_\_  
Secretary

Section 7. Acceleration of Installments. Upon default in the payment of any one or more installments of any Assessment levied pursuant to this Declaration, the entire balance of said Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, fifteen (15) days after written notice of such default is given to the Member.

Section 8. Subordination of the Lien to Mortgage. The lien of the Assessments payable by the Owner of a Lot shall be subordinate to the lien of a prior recorded Mortgage or Deed of Trust (and to any mortgage or deed of trust given by Declarant as security for any construction or development loan), except for the amount of such Assessments which become due and payable from and after the date on

which the mortgagee or beneficiary thereunder either takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This Section 12 shall not be amended, changed,

modified or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

Section 9. Additional Default. Any recorded mortgage or deed of trust secured by any Lot shall provide that any default by mortgagor in the payment of any Assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage or deed or trust (or of the indebtedness secured thereby), but failure to include such a Provision in any such mortgage or deed of trust shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage or deed of trust (or of the indebtedness secured thereby) by reason of this Article shall not be altered, modified or diminished by reason of such failure.

Section 10. Exempt Property. All Properties dedicated to and accepted by a local public authority and the Common Area shall be exempt from the Assessments created herein except as otherwise specifically provided.

## **ARTICLE X: ENFORCEMENT OF DECLARATION**

If any Owner, his heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants, conditions and restrictions set forth herein, any Owner, Declarant or the Association may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition or restriction to prevent such violation or attempted violation, may seek specific performance or may recover damages for any such violation. Failure to enforce any of such covenants, conditions and restrictions shall in no event be deemed a waiver of the right to do so thereafter. In the event of such litigation, the party guilty of such violation or attempt to violate shall pay the other parties attorney's fees and costs incurred in enforcing this Declaration.

## **ARTICLE XI: MISCELLANEOUS PROVISIONS**

Section 1. Liability of Declarant. The Declarant and all members of the Architectural Committee are hereby expressly relieved of any liability to any Owner, and to any other party to the extent permitted by law, for any act of omission or commission in connection with performance of their functions as Declarant or such member, except for willful misconduct or act of bad faith.

Section 2. Severability of Covenants, Conditions and Restrictions. Invalidation of any one or more of the covenants, conditions and restrictions or other provisions herein or hereafter set forth by any Judgment or Court Order shall in no way affect any of the other covenants, conditions and restrictions which shall remain in full force and effect.

Section 3. Gender and Grammar. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, men or women, shall in all cases be assumed as applicable.

Section 4. Amendment. Subject to the limitations and rights contained in Articles III, VIII and IX hereof, these covenants, conditions and restrictions may be amended at any time during the initial term hereof or any extension thereof by an instrument signed by Members having not less than seventy-five percent (75%) of the total votes of the Association, with such amendment to be effective upon recording in the Register's Office.

Section 5. Condemnation. Destruction or Termination of the Common Area. In the event of loss or damage to the Common Area as a result of condemnation, in whole or in part, or partial or total destruction, the Board of Directors of the Association shall represent the Association in any proceedings, negotiations, settlements or agreements. In representing the Owners, the Board of Directors of the Association shall serve as the attorney-in-fact for the Owners. Any proceeds from any settlement shall be payable to the Association for the benefit of the Owners.

Section 6. Contract for Property Management. Declarant may retain the services of a professional management company to manage and maintain the Common Areas of the Property. Any such contract shall include a right of termination without cause which may be exercised by the Association at any time after the transfer of control from Declarant. There shall be no penalty for the right of termination by the Association and advance notice of termination shall be required of no more than ninety (90) days.

Section 7. Rights of Mortgage Holders, Insurers or Guarantors. The holder, insurer or guarantor of a mortgage on any Lot in the Property shall have the right to timely written notice of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the Property or

the Lot securing its mortgage (b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the mortgage;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) Any proposed action that requires the consent or a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage holder, insurer or guarantor must send a written request to the Association, stating both its name and address and the address of the Lot on which it has or insures or guarantees the mortgage.

Section 8. Rerecording of Plat. By the acceptance of a Warranty Deed conveying title to a Lot, the

Owner thereof shall be deemed to consent to amendments or modifications of the Final Plan of the Planned Development for purpose of technical corrections, boundary line adjustments, etc.; however, such Owners shall be entitled to receive notice of any public hearing which may be required prior to such amendment or modification.

Section 9. Easements for Utilities and Related Purposes. The Declarant and the Association are

each independently authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or equipment for such purposes related to the provision of public utilities and other common services to the Property or any Lot(s) as may be considered necessary, appropriate or desirable by the Board of Directors or the Declarant for the preservation of the health, safety, convenience and/or welfare of the Owners and the Declarant.

Section 10. Grant of Easement. An easement is hereby granted to all police, fire protection,

ambulance, security, garbage collection, and U.S. Postal Service persons to enter upon the streets and Common Areas in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Areas and any dwelling to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein. Should any utility request a specific easement by separate, recordable document, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

The easements provided for in this section shall in no way affect any other recorded easements on said premises.

Section 11 General Easement. The Declarant, so long as it shall retain record title to any Lot or the Common Area, reserves the right and easement to the Common Area and any Lot or portion thereof as may be needed for repair, maintenance, construction, or marketing of Planned Development improvements, including the removal of trees on such Lot or any other Lot in the Common Area.

Section 12. Insurance. The Association shall obtain and maintain at all times, to the extent obtainable, policies of insurance, written with financially responsible and able companies, licensed to do business in Arkansas, covering the risks of:

(a) Bodily injury and property damage liability insurance in such limits as the Board of Directors may from time to time determine; and

(b) Worker's compensation and employer's liability insurance and all other similar insurance with respect to employees, if any, and subcontractors of the Association in the amounts and in the forms now or hereafter required by law; and

(c) Fidelity coverage against dishonesty of employees or any other persons handling funds of the Association, destruction or disappearance of money or securities and forgery and endorsements thereto covering any persons who serve the Association without compensation; and

(d) Insurance against such other risks of a similar or dissimilar nature as the Board of Directors shall deem appropriate with respect to the Property, including insurance on any personal property of the Association located thereon, and Directors and Officers liability insurance with respect to the actions of the Board of Directors and officers of the Association. The types of coverage and limits of all insurance carried pursuant to these provisions or failure to carry adequate coverage shall not be subject to question or claim against the Association or its

Board of Directors. Owners may carry other insurance for their benefit and at their expense, provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of such additional insurance carried by any Owner.

Section 13. Construction by Declarant. Notwithstanding any provisions herein to the contrary, it shall be expressly permissible for the Declarant to maintain, during the sale of said Lots, upon such portion of the Property as the Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the sale of said Lots, including without limitation, storage areas, construction yard, signs, and sales office.

Section 14. Changes by Declarant. Notwithstanding anything contained herein to the contrary, Declarant reserves the right for a period of five (5) years from the date of the last Lot conveyed to unilaterally amend this Declaration, in whole or in part, to conform this Declaration to the requirements of any governmental agency, for the requirements of any mortgage lender, or if in the reasonable judgment of the Declarant an Amendment is required to insure the orderly development of the Property. If this provision expires and thereafter the Additional Property is included herein, then this provision shall automatically revive itself for a new five (5) year term pertaining to the new Lots.

Section 15. Notices. Any notice required to be sent to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who appears as an Owner or Member on the records of the Association at the time of such mailing.

Section 16. Future Phase IV. It is contemplated that the current owner or his successors, heirs or assigns, of the property designated as future Phase IV of Jackson Cove, P.D. may, at a later date, submit his property to the covenants, conditions and restrictions of this Declaration. Declarant does hereby grant the right to merge a future Phase IV with the existing Phases of Jackson Cove P.D. and to access the sewer, water, gas and other utilities which may be owned by Declarant or the Association as well as access over the private roads of the Planned Development. The Association shall not withhold the right of the owner of the future Phase IV to merge into this Declaration and said owner shall be subject to all the terms and conditions hereof. In addition, the owner of the future Phase IV shall, if the Phase is merged herewith, have the right to alter the retaining wall in the easement as shown on Exhibit "E" to

accommodate the streets to be constructed in the future Phase IV. Until such time as the owner of future Phase IV merges said property into this Declaration the owner shall have the right to enter and exit across the private drives of Jackson Cove P.D. and, in return for that right, said owner agrees to pay assessments to the Association equal to the same "per lot" assessment paid by all other lot owners in Jackson Cove, P.D.

## **ARTICLE XII: PROVISIONS REGARDING BUILDERS**

Section 1. Restriction of Builders. The Association and/or the Declarant shall have the right to prohibit certain builders from constructing residences on any Lot, based upon past problems with respect to such builder, which can include, without limitation, the constructing of unapproved field modifications, inadequate response to Architectural Committee directions, and/or failure to comply with Architectural Committee requirements.

Section 2. Construction Debris and Trash Removal. Each builder will be required to maintain a dumpster at the front curb of the residence under construction. This dumpster shall be emptied periodically, but prior to the point that construction materials reach the upper rim. The required dumpster may be shared between adjoining two builders and/or Owners, if said builders and Owners agree, and each shall be bound by the conditions noted herein. Each day, all construction sites are to be cleaned so as to facilitate a pleasing appearance to Owners and visitors and to eliminate any hazards for the visitors who will be touring through the various construction projects. Violations will be subject to Fines and the Association also may have the violating site cleaned. The Owner will be charged two times the direct cost charged for the site clean-up. Construction materials shall be kept out of the public right-of-way at all times and stored on the subject property. Streets and service drives (alleys) adjacent to said property shall be kept open for circulation at all times. This is for the protection of all parties and to allow emergency vehicles direct access to any part within the Property. All wrappers, paper goods and light-weight building materials that may be blown onto adjacent properties shall be maintained, properly stored or deposited in trash receptacles on a daily basis. Workers utilizing parks and common areas for lunch or breaks shall remove all food wrappers, containers, etc., and deposit said debris in trash receptacles.

Section 3. Infrastructure. Within Jackson Cove, there are numerous forms of infrastructure consisting of curbs, streets, service drives, landscaping, street trees, street lights, sidewalks, irrigation systems, brick pads, benches, bridge, street furniture, walking paths, parks, trash receptacles, etc. as well as other improvements not necessarily enumerated above. The builder and Owner are responsible for protecting the infrastructure adjacent to or within the subject property. Damage to any infrastructure item will be

repaired by the Association and back-charged to the Owner responsible at two times the direct cost and the Owner also may be fined. Prior to commencing construction, the Owner must have orange webbing, or other protective measure, around street trees adjacent to or within the subject site. All construction materials are to be kept away from these trees during construction so as to prevent any damage. These trees are a valuable asset to each property as well as the overall Planned Development.

Section 4. Construction Time. No builder or subcontractor shall commence construction work on a weekday before 7:00 a.m. or continue construction after 7:00 p.m. No builder shall commence construction work on a weekend day before 9:00 a.m. or continue construction after 6:00 p.m.

Section 5. Construction Audio Equipment and Noises. No audio equipment (radios, tape decks, C.D. players) shall be utilized on construction sites on weekdays before 9:00 a.m. or after 6:00 p.m. Use of audio equipment on construction site is strictly prohibited on Saturdays and Sundays. Audio equipment shall not be played so loudly as to disturb nearby residents at any time. Offensive language or other potentially offensive noise (other than typical construction machinery or procedures) is strictly prohibited.

Section 6. Concrete Delivery and Disposal of Excess Material. Concrete trucks are strictly prohibited from dumping any excess concrete anywhere within the Property. Concrete which is accidentally spilled on sidewalks, curbs or asphalt paving must be removed by the responsible party immediately.

Section 7. Surveys and Construction Staking. Each builder and Owner is responsible for establishing property corners and construction staking. No tolerance will be allowed for improperly locating property lines or proposed improvements. An experienced and qualified licensed engineer is required to survey the property and locate proposed improvements. The location of proposed improvements shall be double-checked prior to starting actual construction. Any questions or problems in the field shall be immediately reported to the managing agent of the Association. Once the foundation is laid, the contractor's engineer shall certify that all improvements are properly located. Any and all deviations shall be promptly corrected at this time. No exceptions will be allowed.

Section 8. Dump Sites. There are no dump sites within Jackson Cove P.D. All construction refuse and debris removed from the premises during and upon completion of construction shall be properly disposed of, outside of the boundaries of Jackson Cove P.D. A fine of One Thousand Dollars (\$1,000.00) per occurrence shall be imposed on anyone dumping debris on any portion of Jackson Cove P.D. This fine shall, accrue to the property from which the debris originated and a lien shall be filed on said property. The workman and company responsible for depositing such debris shall be prohibited from



future work in Jackson Cove P.D. The Owner responsible shall be fined, as well.

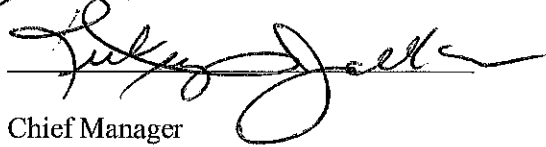
Section 9. Protection of Adjacent Property. When construction is to begin, the contractor is required to put up a solid black silt fence along the entire property line separating the proposed construction site from adjoining properties. This fence shall be maintained by the builder throughout construction and every effort must be made to keep any construction debris off of the adjacent property. The contractor shall not utilize the adjoining property in any manner unless prior approval and conditions have been granted by the adjacent Lot Owner.

Section 10 Port-A-John. Each builder is responsible for his own Port-A-John or for making arrangements with nearby builders to share a unit between several construction sites. The Port-A-John shall be maintained on a regular basis and located at the rear of the construction site and the door of the Port-A-John shall not face any street, sidewalk or other public right-of-way.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the day and year first above written.

JACKSON COVE GENERAL PARTNERSHIP

By: Rickey Jackson

A handwritten signature in black ink, appearing to read 'Rickey Jackson', is written over a horizontal line.

Chief Manager

# ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

Before me, a Notary Public of the State and County aforesaid, personally appeared RICKEY JACKSON, proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Chief Manager of Jackson Cove, LLC, a Arkansas Limited Liability Company, the General Partner of JACKSON COVE GENERAL PARTNERSHIP, the within named bargainor, a Arkansas General Partnership, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the said Jackson Cove, LLC, by himself as Chief Manager on behalf of JACKSON COVE GENERAL PARTNERSHIP.

WITNESS my hand and seal this 19<sup>th</sup> day of April, 2021



Regina L McGuire

Notary Public

My Commission expires:

07/15/2029