

**BYLAWS
BELLA VISTA VILLAGE PROPERTY OWNERS ASSOCIATION
BENTON COUNTY, ARKANSAS**

These Bylaws, as approved November 15, 2007 supersede all previous Bylaws, which are hereby repealed.

**ARTICLE I.
Definitions**

Section 1. "POA" shall mean and refer to the Bella Vista Village Property Owner's Association, formerly Bella Vista Country Club, a non-profit corporation organized and existing under the laws of the State of Arkansas. See Article I, Section 1(a) of the Declaration and Article I of the Articles of Incorporation as amended.

Section 2. "Declaration" shall mean and refer to the Declaration and Protective Covenants, also known as Bella Vista Village Unit One Covenants and Restrictions, filed by Cherokee Village Development Company, Inc., and Bella Vista Village Country Club in the office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, on May 18, 1965, and there recorded in Book 373, Page 8 et seq.

Section 3. "Developer" shall mean and refer to Cherokee Village Development Company, Inc., which, by legal change of name, is now Cooper Communities, Inc. (CCI)

Section 4. "The Properties" shall mean and refer to the real estate described in the Declaration and such additions thereto, which have been or may hereafter be brought within the jurisdiction of the POA as provided in the Declaration. See Article I, Section 1(b) of the Declaration.

Section 5. "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of The Properties and to any area or improvement hereafter so designated by the Developer and intended to be devoted to the common use and enjoyment of the Owners of The Properties, and shall specifically, but not exclusively, include the following:

Lakes and Dams
Water System
Golf Course(s)
Permanent Parks
Permanent Recreational Plots
Roads and Streets not dedicated to the public

See Article I, Section 1(c) of the Declaration.

Section 6. "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property and also those areas so designated by the Developer in the future. See Article I, Section 1(d) of the Declaration.

Section 7. "Board" shall mean and refer to the duly elected and acting Board of Directors of the Bella Vista Village Property Owners Association. See Article XII of the Articles of Incorporation as amended.

Section 8. "Member" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in one or more Lots or Living Units, and for any one or more of which the Developer has been paid in full, and shall also mean and refer to the Developer or its successors or assigns, so long as it shall be the record owner of a fee or undivided fee interest in

any Lot or Living Unit or until it is paid in full for every Lot or Living Unit which it shall sell. See Article I, Section 1(q) of the Declaration.

Section 9. "Associate Member" shall mean and refer to every person or entity who has entered into a contract or contracts to purchase one or more Lots or Living Units or who has received a deed or deeds thereto and for which the Developer has not been paid in full. See Article I, Section 1(r) of the Declaration.

Section 10. "Member in Good Standing" shall mean one whose assessments and/or fees to the POA are no more than 90 days past due as determined by management and whose privileges are not currently suspended.

Section 11. "Member of Family" shall mean and refer to any person, regardless of age, who resides in the home of any Member or Associate Member for more than six months of the calendar year or to whose support said Member or Associate Member contributes more than one-half of the yearly cost thereof. "Support" shall include all expenses of such person whether for necessities of life or otherwise.

ARTICLE II.

Organization and Responsibilities of the POA

Section 1. Organization.

A. The POA shall be governed by a Board of Directors elected by the membership. The powers of the Board and duties thereof are hereinafter set out in these Bylaws.

B. The POA is a non-profit corporation organized under the laws of the State of Arkansas composed of Members and Associate Members as hereinabove defined. The rights, privileges, and conditions of the membership and restrictions thereon are hereinafter set out in these Bylaws.

C. Because the POA is a corporation existing under the laws of the State of Arkansas, the corporation shall have officers known as corporate officers to fulfill the requirements of the law, the Declaration, Articles of Incorporations and these Bylaws. The Board of Directors shall appoint a President, Secretary and a Treasurer. The Board may also appoint a Vice President as an additional corporate officer. The qualifications, responsibilities and duties of corporate officers are set out hereinafter in these Bylaws. To meet the need of a POA structure, the General Manager will be appointed President.

D. The responsibilities and duties of the General Manager shall be set forth in broad form in these Bylaws and more specific details as to responsibilities, duties and qualifications may be set forth in a policy statement by the Board of Directors.

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ARTICLE III.

Board of Directors: Qualifications, Number, Term of Office, Governing Power, Removal and Vacancies.

Section 1. Qualifications. A Director must be a Member or Associate Member in good standing of the POA having membership privileges and must have been

duly elected as provided in the Declaration and these Bylaws.

Section 2. Number. The Board of Directors of the corporation shall be composed of nine (9) members. The President and General Manager shall be ex-officio non-voting members of the Board.

Section 3. Term of Office. The term of office of a Director shall be a period of three (3) years. The term shall begin at the close of the annual meeting of members which will be held the third Tuesday of May, as provided in Article XI hereof, immediately following the election of the Board member. The term shall expire at the close of the annual meeting at the end of the third year of service.

Section 4. Governing Power. An individual Board Member shall have no powers of governance or administration, derived from the fact that each Director was elected to office. Such governing powers shall come only from actions of the Board as a whole, approved by majority thereof.

Section 5. Removal. A Director may be removed from office for cause by a 2/3 majority vote of the Board of Directors. Cause as used in these Bylaws may include, but not be limited to:

- A.** Being absent from three (3) consecutive regular monthly Board meetings (as described in Article VI, Section 1 herein) or four (4) regular monthly Board meetings during the organizational year.
- B.** Mental or physical conditions rendering Director incapable of performing normal duties.
- C.** Interfering directly in the management of the POA operation.

Section 6. Vacancies. If a Director, for any reason, does not complete a term of office, the Board may appoint, by majority vote, any member in good standing to serve until the completion of the term. If the vacancy is not filled by the Board, it shall be filled at the next succeeding election by members of the POA voting on candidates, selected as set out in Article V, hereof.

ARTICLE IV.

Board of Directors: Right of Assessment, Powers and Duties

Section 1. Right of Assessment.

A. The Board shall have the responsibility to levy and provide for collection of annual assessments from Members and Associate Members to be used for the improvement and maintenance of properties, services and facilities devoted exclusively to promoting the recreation, health, safety and welfare of the membership pursuant to Article X of the Declaration. The use of the assessments shall include but not be limited to:

- (1) Payment of all taxes assessed against the property owned by the POA.
- (2) Payment of the premiums of all insurance policies required, in the reasonable judgment of the Board, for the protection of the POA, its directors, officers and employees, and its property.
- (3) Maintenance, repair or replacement or additions to the facilities and supplies and equipment of the POA.
- (4) Maintenance, repair and replacement of roads and streets even though they may have been dedicated to the public.
- (5) Furnishing or providing municipal services as deemed necessary and prudent in the reasonable judgment of the Board.
- (6) Providing for the repair, maintenance, or replacement of those amenities deemed necessary to properly promote the recreation, health, safety, and welfare of the Owners of The Properties.

B. The Board shall have the further authority to lower the assessment but not to raise it.

C. The Board shall have the responsibility to levy and collect from Members and Associate Members, in any assessment year, a special assessment provided such assessment has been approved by the Members as set forth in Article X of the Declaration.

Section 2. Powers.

The Board shall have the power to:

- A.** Borrow money for the purpose of promoting the recreation, health, safety, and welfare of the membership as well as managing and maintaining said properties, equipment, supplies, and affairs of the POA, and shall have the power to mortgage Common Properties or amenities in aid thereof.
- B.** Own, operate, lease or trade the Common Properties, and the facilities thereon, and any other real estate or the improvements thereon necessary for the efficient operation of the POA.
- C.** Levy and collect service or use charges and admissions or other fees for the use and enjoyment of the Common Properties.
- D.** Adopt and publish rules and regulations and enact and publish resolutions which the Board shall deem necessary for the efficient operation of the POA, including but not limited to, the use of the Properties, and all facilities thereon, and the personal conduct of the Members, Associate Members, and guests on the Properties.
- E.** Suspend some or all of the rights and privileges of any Member, Associate Member, or guest, including the right of a Member to vote, who is in default of or who refuses to pay any annual or special assessment or any service or use charge or any admission or other fee which has been properly levied, or who has violated any published rule, regulation or resolution adopted by the Board as

provided above or any state or federal law. However, suspension for nonpayment of any assessment or charge can be only for the period of the same remains unpaid and suspension for violation of a rule, regulation, or resolution cannot be for a period exceeding thirty (30) days. No such suspension as mentioned above shall take effect until the Member in question has been extended the right of hearing in accordance with the policy statement of the Board.

F. Employ or appoint the officers of the corporation as set forth in these Bylaws, setting their salaries, if any, and describing their job responsibilities and job description, as well as the terms and conditions of their employment or appointment, and require security or fidelity bonds as deemed necessary.

G. Employ a General Manager to serve as Chief Executive Officer of the Property Owners Association, provide job description for said General Manager and set the salary, terms and conditions of employment, and require security or fidelity bond of said General Manager as deemed necessary.

H. Limit the number of Members or Associate Members per Lot or Living Unit who may be entitled to the benefit of an easement of enjoyment of the Common Properties.

(1) Enforce all rights, covenants, restrictions, and agreements applicable to the Properties and the Owners thereof, and to Common Properties, as provided for in the Declaration or which now or may hereafter be contained in or authorized by the Articles of Incorporation, the Bylaws, or laws of the State of Arkansas.

(2) Conduct any business authorized by the Declaration or by law which, in the opinion of the Board, will promote the common benefit and enjoyment of the membership.

(3) Perform all acts required or authorized by the Declaration, Articles of Incorporation, and elsewhere herein.

Section 3. Duties.

It shall be the duty of the Board to:

A. At the first meeting of the Board immediately following the regular annual meeting of the Members, held on the third Tuesday of the month of May each year, the Board shall elect a Chairman and a Vice Chairman. These officers shall serve a term of one (1) year and may succeed themselves. When the President is not available, the Chairman shall be considered an officer of the corporation for all legal and financial purposes, with the same powers as President as far as binding the POA in legal and financial matters. The Chairman shall preside at all meetings of the Board and Membership and shall have such other duties as may be set out elsewhere in these Bylaws. The Vice Chairman shall perform all the duties of the Chairman in his absence. When both are absent from a meeting, the Board shall elect a Chairman Pro Tem.

B. Establish policies relative to the management of the POA.

C. Keep a complete record of all its acts and of all corporate affairs, and present a summary

statement thereof at the annual meeting of the Members or at any special meeting of the Members which has been requested in writing by five percent of the voting membership as provided in Article XI, Section 2.

D. Provide a job description for, and supervise the job performance of, the General Manager with at least an annual written evaluation.

E. Designate a qualified auditing firm to conduct an audit of the accounts and financial transactions of the Association for the current fiscal year, and announce said designee to the membership on the annual ballot.

F. Make the books and records of the POA, including but not limited to the rules, regulations, and resolutions passed by the Board, available to the membership for inspection and copying to the extent permitted by law.

G. Provide for the orientation and education of Board Members as soon as possible after the annual election, in accordance with Article VI.

ARTICLE V.

Board of Directors: Nomination and Election of Members

Section 1. Nominations.

A. Nomination of candidates for election to the Board shall be made by petition signed by fifty (50) Members in good standing of the Association.

B. All persons to be nominated as petition candidates must follow the guidelines and procedures set out in a policy developed by the Election Committee and approved and adopted by the Board.

C. For the regular election of Directors at the annual meeting, the list of candidates shall be presented to the Election Committee Chairman by the Corporate Secretary at the regular January meeting of the Board. Upon delivery of the list of candidates to the Election Committee Chairman or his representative, the list of candidates shall be announced to the Board. There shall be no disclosure of the list of candidates prior to this announcement. The Election Committee shall proceed with the preparation of the ballots and the planning and conduct of the election.

Section 2. Election.

A. Election of Directors shall be held at the annual meeting of the membership as determined by Article XI, Section 1, of these Bylaws. However, in the event the election is delayed for any reason, the delayed election shall be scheduled as soon as practical following elimination of the reason for delay.

B. Election of Directors shall be by written secret ballot as hereinafter provided. A qualified voter, as defined in Article X hereof, may vote for one candidate for each vacancy. The persons receiving the largest number of votes shall be elected. No quorum requirement shall apply to the election of Directors.

C. Each qualified voter shall receive one ballot which shall describe the vacancies to be filled and the terms of office as well as set forth the names of the persons nominated by petition.

D. Ballots with resumes of candidates shall be prepared and mailed to each voter at least 30 days in advance of the meeting date. Ballots must be received by the POA not later than the called time of the meeting at which the results of the election are to be announced.

E. The following instructions shall accompany the mailed ballot:

(1) Complete the ballot and place it in sealed envelope marked "Ballot."

(2) Any vote which is qualified, or restricted in any way, is invalid and shall not be counted.

(3) Return ballot in envelope addressed to the POA.

(4) Return by U.S. Mail to the General Office of the POA by date stated on ballot, or deliver in person to the meeting. The POA shall not accept mailed envelopes with insufficient postage.

F. Upon receipt of each ballot by the POA, it shall immediately be opened to determine voter eligibility. The ballots shall be delivered and secured as directed by the Election Committee until counted.

G. The Election Committee shall then proceed with the counting and tabulation. It shall have the right to appoint a Counting Committee consisting of such number of POA Members as the Election Committee shall deem necessary to assist in the counting and tabulation of the ballots. No Board member shall serve on the Counting Committee.

H. The election results shall be announced at the annual meeting by the Chairman of the Election Committee, and the tabulated results presented to the Secretary for recording as a permanent record.

I. The results of the election shall be held confidential until announced publicly by the chairman of the Election Committee. No member of the Election Committee or the Counting Committee shall reveal to any other party information regarding any ballots, neither their content, their distribution, or their source.

J. In the case of a tie in the election results for the last position, the winner will be chosen by the toss of a coin at the annual meeting.

K. Fifteen (15) days after the announcement of the election results, unless a recount is requested, the ballots shall be destroyed.

ARTICLE VI

Board of Directors: Meetings

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Section 1. Regular Meetings. On the third Tuesday of the month of May each year, the Board shall meet at a place designated by the Board, as the usual place for holding Board meetings. At this time, the newly elected members of the Board shall assume their duties, and officers of the Board shall be elected. Thereafter, the Board shall meet regularly at least once each month on a day and time to be set by the Board in order to address general business and take action as necessary; however, any such monthly meeting may be dispensed with by the Chairman for good and sufficient reason. Notice of the first regular meeting in each year shall be given by public announcement at least five (5) days prior thereto; no further notice of other regular meetings is

required except when changed from the day or time previously set.

Section 2. Special Meetings. After the annual meeting in each year, the Board shall conduct a special orientation meeting. Other special meetings as deemed necessary may be called by the Chairman, and must be called by the Chairman at the request of any POA officer or any two (2) Directors. Each Director shall be notified of every special meeting prior thereto as far in advance as possible with delivery of such notice. Notice of such meeting shall include an agenda for the meeting. Motions at a special meeting should be limited to the subject(s) for which the meeting has been called. Management shall post the agenda for public information.

Section 3. Quorum. The physical presence of a majority of the Board of Directors shall constitute a quorum thereof. The quorum must be established when the meeting is called to order. All Board decisions must be made by the vote of a majority of all Directors, except as provided in Article III, Section 5.

Section 4. Voting by Proxy. A Director may cast a vote by appointing a proxy. The Director must complete and sign an appointment form. The appointment of a proxy is not effective until the Director delivers the completed appointment to the Secretary of the Association and a copy of same to their appointed proxy. The appointment of a proxy by a Director may be limited or general but shall not be valid for more than two regular meetings of the Board of Directors.

ARTICLE VII.

POA Officers and Management: Qualifications, Powers and Duties

Section 1. President. The President shall serve as the principal Executive Officer of the corporation and shall, in general, supervise and control the business and affairs of the corporation.

Section 2. Vice President. The Vice President shall not be a member of the Board and need not be a POA Member. The Vice President shall perform the duties of an absent President and, when so acting, shall have all the powers and be subject to all the restrictions upon the President. The Vice President shall perform all other duties as, from time to time, are assigned by the President or by the Board of Directors. In the sole discretion of the Board, the Board may choose not to fill the office of Vice President.

Section 3. Secretary. The Secretary may be a member of the Board, if not salaried. A salaried Secretary need not be a POA member. The Secretary shall keep a permanent record of the minutes of the Board meetings and all called meetings of the Members, including the recording of all votes, and shall perform all other duties required by the Board or by the President, or as may be required by law.

Section 4. Treasurer. The Treasurer shall not be a member of the Board and need not be a POA member. If required by the Board, the Treasurer shall be bonded for the faithful discharge of duties and shall have charge and custody of, and be responsible for, all funds and securities of the corporation, receive and give receipts for monies due and payable to the corporation, from any other source whatsoever, and deposit all such money in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the policies of the Board of Directors. In general, to perform all the duties as incident to the office of Treasurer, and such other duties, as may be assigned by the President or the Board of Directors. In the absence of a Vice President, the Treasurer shall be subordinate only to the President.

Section 5. General Manager. The General Manager of the POA shall be the Chief Executive and shall control and direct administration of the Association's affairs. All administrative offices or responsibilities, either set out by specific policy of the Board or which are not otherwise

specifically assigned to a division created by Board policy, shall be deemed to be the responsibilities and offices under the direct supervision and control of the General Manager. The General Manager shall be an ex-officio member of the Board of Directors with the right to take part in discussion but not vote. The General Manager shall not attend any Board meeting at which the Board is evaluating his/her performance unless his/her presence is requested. The General Manager shall serve at the will of the Board under the terms and conditions set forth in an Employment Agreement, agreed upon by the Board and General Manager, and shall perform the duties assigned by the Board including those specifically outlined in a job description prepared and adopted by the Board.

Section 6. It shall be permissible at the discretion of the Board for the Office of Corporate Secretary and Corporate Treasurer to be combined, or for the Office of Vice President and Treasurer to be combined. Employees of the POA serving in other capacities may also serve as corporate officers.

Section 7. In the event any officer, because of absence or incapacity of any kind, is unable to perform any of the duties of office, or in the event of a vacancy of any office, the Chairman of the Board may designate some other person to perform such duties during such time or until such vacancy is filled by the Board.

ARTICLE VIII. Committees

Section 1. The Chairman of the Board, with the approval of a majority of the Board, shall appoint an Election Committee consisting of five (5) members at the July Board meeting.

The Chairman may appoint such other committees as deemed necessary. All committee members must be members in good standing.

Section 2. The Chairman of the Board, at the Board's June meeting, shall also appoint to each of the following Board Policy Committees at least three (3) Board members:

Audit
Communications
Planning
Rules and Regulations

Section 3. Each committee shall elect from amongst its members a chairperson as provided in Board policy.

Section 4. At the first meeting of each committee following the appointment of new members, the committee shall select a Secretary from its membership. The Secretaries shall keep the minutes of each meeting and promptly submit a copy thereof to the Secretary for inclusion in the Board meeting materials.

Section 5. Each committee shall meet as necessary at the request of the Board or at the discretion of the Chairman of that committee.

Section 6. The General Manager shall appoint a non-voting liaison member to each committee from the staff of the POA. Said liaison member shall provide current information concerning POA matters to the committee and be available for advice on matters of administration, as well as provide information on the actions and discussions of the committee to management.

Section 7. It is the duty of each committee to discuss and analyze the problems within its area of concern. All committees shall perform such duties as are set out in the guidelines for said committees as adopted by the Board, and any such further duties as the Board may authorize.

Section 8. The structure, function, and responsibility of each standing committee shall be determined as provided in Board policy.

Section 9. The General Manager has the power to appoint such other committees, sub-committees, or ad hoc committees as deemed necessary.

Section 10. The Chairman of the Board of Directors and the General Manager shall have the joint power to appoint joint advisory committees. The structure, function, and responsibility of each joint advisory committee shall be determined as provided in Board policy.

ARTICLE IX.

Contracts, Loans, Checks and Deposits

Section 1. Contracts. The President may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the POA, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the POA and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the POA shall be signed by such officer or officers, agent or agents, of the POA and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the POA not otherwise employed shall be deposited from time to time to the credit of the POA in such banks, trust companies or other depositories as the POA may select in accordance with the established investment policy of the Board.

ARTICLE X.

Right of Member: Voting

Section 1. Each membership of the POA in good standing shall be entitled to one vote in the election of Directors of the POA. For all other purposes, there shall be two classes of voting memberships as described in Article III, Section 2 of the Declaration.

Section 2. To be entitled to vote, a Member must have been a Member in good standing for at least thirty (30) days prior to the election in order to allow adequate time to process the membership records.

Section 3. If a membership is held by two (2) or more co-tenants, the membership vote may be cast as the co-tenants may decide among themselves. The co-tenant authorized to cast the membership vote shall be the one of the two names named on the deed, unless another co-tenant shall be designated in writing by all co-tenants as the co-tenant authorized to cast the vote. In the event the a co-tenant other than the first grantee on a deed is designated as the co-tenant authorized to cast the membership vote, the membership has the burden of proving to the POA the name of all co-tenants by providing a Recorder's file-marked copy of the membership deed, and such other proof as may be required by the POA. A designation shall be on a form provided

by the POA and shall remain in full force and effect until changed in writing by all co-tenants of said membership.

ARTICLE XI.

Meeting of Members:

Section 1. Annual Meeting. The annual meeting of the Members shall be held on the third Tuesday of the month of May each year.

Section 2. Special Meetings. Special meetings of the Members for any purpose, including those provided in the Declaration and the Articles of Incorporation, may be called at any time by the Board of Directors or the President. A special meeting must be called if 5% of the membership sign, date, and deliver to any officer one or more written demands for such a meeting. The demand must include the purpose or purposes for which the meeting is to be held.

Section 3. Notice. Notice of all meetings shall be mailed to each Member qualified to vote at least fifteen (15) days in advance of the meeting and shall set forth, in general, the nature of the business to be transacted. The ballot must be mailed to all qualified voters at least thirty (30) days prior to the meeting, if voting only by written ballot prior to the meeting is authorized by the Board of Directors.

Section 4. Quorum. Except as otherwise provided for voting on an annual or special assessment, the Members present, in person or constructively, at any meeting shall constitute a quorum. All decisions shall be made by a majority of the Members present and voting. If voting is by ballot only, the receipt by the POA of the valid ballot of a qualified voter either by mail or personal delivery at or before the commencement of such meeting, shall constitute the constructive presence of such voter for the purpose of determining whether a quorum is present.

Section 5. Proxies. Voting by proxy shall be permitted. A proxy shall be submitted to each Member with or on the ballot. The proxy shall apply to one election only and it and the ballot shall be transmitted by the Member to the proxy who shall cast the ballot in the same manner as provided for Members.

Section 6. Methods of Voting. Voting on any question shall be either by ballots received by the POA at or before the commencement of the meeting or during the meeting of the Members, or their proxies, who are in attendance.

ARTICLE XII.

Corporate Seal

The POA shall have a seal in circular form having within its circumference the words: "Bella Vista Village Property Owners Association SEAL 1965."

ARTICLE XIII

Amendment

These Bylaws may be amended subject to the provisions of Section 2, as set forth in Section 1.

Section 1. Standard Amendment.

A. The proposed amendment shall be considered in full text at a meeting of the Board.

B. The proposed amendment will then be presented for approval at the next regular meeting of the Board. If approved by a majority vote of the Directors, the proposed amendment shall be displayed prominently at the offices of the POA and widely announced to the membership for the purpose of review and discussion.

C. At the next regular meeting, POA Members shall have an opportunity to comment on the proposed changes.

D. Thereafter, the proposed amendment, with any changes not affecting the substance thereof, shall then again be considered by the Board of Directors and approved by majority vote.

Section 2. Emergency Amendment. Anything to the contrary notwithstanding in Section 1, if the Board of Directors by the affirmative vote of at least seven members thereof, determines that such amendment must be effective immediately to prevent substantial and irrevocable danger to the health, safety, or financial security of the POA, the provisions of Section 1, subparagraphs A, B, and C may be dispensed with.

ARTICLE XIV.

Parliamentary Authority

The current edition of Robert's Rules of Order and Parliamentary Procedure, or a simplified version thereof if adopted by the Board, governs the POA in all parliamentary situations that are not provided for in the law, the Declaration, the Articles of Incorporation, these Bylaws, or policy.

If a Simplified Version of Robert's Rules of Order is to be used it must first be circulated to Board members at least a week in advance and then adopted by a majority vote of the Board at a single reading. This adopted version will remain in effect until revised, but may be revised by majority vote of the Board at a single previously-announced reading.

ARTICLE XV.

Controlling Provisions

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and, in the case of a conflict between the Declaration and the Articles of Incorporation, the Declaration shall control.

IN WITNESS WHEREOF, We, being all of the Directors of the Bella Vista Village Property Owners Association, adopted these Bylaws at an open public meeting of said Board on the 21st day of September, 2006, at which a quorum was present.

Roberta Dale, Chairman

Anita Werts<>, Vice Chairman

_____ <>
George DeGroot _____ Stewart Smith

<> _____
_____ <> Jan Keirsey
Bill Johnson

<> _____
_____ Tom Wooters
Steve Morrow

Bill Williams

DECLARATION

NOTE: Cherokee Village Development Company, Inc., an Arkansas corporation, referred to in this document is now Cooper Communities, Inc., a Delaware corporation.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cherokee Village Development Company, Inc., an Arkansas Corporation, hereinafter called the "Developer" is now the owner of the lands hereinafter described in ARTICLE II of this Declaration and all of which, with the exception of certain lots hereinafter referred to, are reflected upon a plat prepared by J. F. Gore, Registered Professional Engineer, bearing the date of the 18th day of May, 1965, which plat referred to is filed contemporaneously with the filing of this Declaration in the office of the Circuit Court Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and is of record in Plat Book D, page 100, and which plat is by reference made a part of this Declaration and likewise this Declaration is by reference made a part of said plat; and,

WHEREAS, Developer desires to create upon said lands and other additions as herein provided under ARTICLE II a residential and commercial community with public and private streets, roads, ways and lanes, as indicated upon the plat aforesaid, water system, lakes, golf course, playgrounds, permanent parks, and other common facilities and limited common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of said public and private streets, roads, ways and lanes, as well as the water system, lakes, golf course, playgrounds, permanent parks and other common facilities; and, to this end, desires to subject the real property described in ARTICLE II together with such additions as may hereafter be made thereto (as provided in ARTICLE II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer is also the owner as aforesaid of certain lots reflected upon the Fourth Revised Map of Bella Vista, of record in Plat Book D, page 46, records aforesaid, which are described as Tract No. 1, in ARTICLE II, which it desires to bring within the plan of this Declaration subject to the "Dedication and Reservations" and other reservations and restriction upon said map and with the understanding said map shall not be considered a subdivision plat hereunder and that no other property including, but not limited to roads, streets, ways and drives, reflected upon said map shall in anywise be included within the plan of this Declaration or affected in any way thereby unless such lands shall be brought within the provisions of the Declaration as provided in Section 2, ARTICLE II; and

WHEREAS, Developer has deemed it desirable and necessary, for the efficient construction of the common facilities and the preservation of the values and amenities in said community that an agency be created to which should be delegated and assigned the powers of the construction, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer through its management has encouraged and participated in the organization of BELLA VISTA COUNTRY CLUB, hereinafter referred to as "Club", a nonprofit corporation organized and existing under and by virtue of the laws of the State of Arkansas, with its principal office located in Bella Vista Village, Arkansas, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in ARTICLE II, and such additions thereto as may hereafter be made pursuant to ARTICLE II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I. Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration, or upon the plat aforesaid, except the Fourth Revised Map of Bella Vista aforesaid, or any supplemental plat covered by this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Club" shall mean and refer to the Bella Vista Country Club.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of ARTICLE II hereof.

(c) "Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of Owners of The Properties; and shall also mean and refer to any improvement designated by the Developer as Common Properties and intended to be devoted to the common use and enjoyment of owners of The Properties, and shall specifically include, but not to the exclusion of other improvements which may hereinafter be designated as Common Properties by the Developer, the following:

Roads and Streets not dedicated to the Public, Lakes, Golf Course, Permanent Parks, Permanent Recreational Plots, Water System.

By way of emphasis it is reiterated that Common Properties shall not mean any of the lands, lakes, parks, golf course, etcetera reflected upon the Fourth Revised Map of Bella Vista aforesaid.

(d) "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated property; and also those areas so designated from time to time by the Developer for the purposes aforesaid.

(e) "Roads and Streets" shall mean and refer to everyway for passage by vehicle, whether or not dedicated to the Owners exclusively or to the general public, and whether or not known by the name of road, street, avenue, place, lane or other name. The designation shall not mean private driveways.

(f) "Utility Easement" shall mean and refer to those areas of land designated on any recorded sub-division plat of The Properties as "Utility Easements" or as may be provided in or by this Declaration, or any Supplemental Declaration.

(g) "Reserved Properties" shall mean and refer to those areas of land designated on any recorded sub-division plat of The Properties as "Reserved Properties".

(h) "Lot" shall be the numbered lots in the numbered blocks as shown on any recorded subdivision plat of The Properties. Also the numbered lots referred to under Tract No. 1, ARTICLE II.

(i) "Commercial Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(j) "Residential Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Properties, or as may be so designated by this Declaration, or any Supplemental Declaration.

(k) "Living unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

- (l) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.
- (m) "Single Family Attached" shall mean and refer to any building containing one or more Living Units attached but each living unit located on a separate Parcel of Land.
- (n) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of land.
- (o) "A Parcel of Land" may be less than a lot, a single lot, more than a lot, or several lots, or a plot of land described by a metes and bounds description.
- (p) "Owner" shall mean and refer to the Developer, any other record owner and the contract purchaser from the Developer, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties.
- (q) "Member" shall mean and refer to all those persons or entities who are members of the Club as provided in ARTICLE. III, Section 1, hereof.
- (r) "Associate Member" shall mean all those persons or entities who are associate members of the Club as provided in ARTICLE III, Section 3, hereof.

ARTICLE II. Property Subject to This Declaration: Additions Thereto

Section 1. Existing Property. The real property, which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the County of Benton, State of Arkansas, to-wit:

TRACT NO. 1: The following lots as reflected upon the Fourth Revised Map of Bella Vista of record in Plat Book D. page 46, of the records in the office of the Circuit Court Clerk and ExOfficio Recorder in and for Benton County, Arkansas, and subject to the "Dedication and Reservations" and other reservations and restrictions upon said map and with the understanding said map shall not be considered a subdivision plat hereunder and that no other property including, but not limited to, roads, streets, ways and drives reflected upon said map shall in any wise be included hereunder, and the lots referred to being as follows:

- Lots A, 5, 7, 8, 10 through 38 both inclusive, 40, 42, 43, 44, 46, 49, 51, 56, 57, 59, 60, 66, 71, 82, 86, 93, 94, 101, 102 and 103, Block 1;
 - Lots 25 through 32 both inclusive, and 36, 37 and 38, Block 4;
 - Lots 5, 6, 7, 8 and 9, Block 5;
 - Lots 5, 6, 10, 11, 12, 13 and 18 through 23 both inclusive, Block 7;
 - Lots 1, 2, 3, 4, and 7 through 34 both inclusive, Block 8;
 - Lots 1, 2, 4, 5, 6, 9 through 23 both inclusive, 26, 27, 29 and 30, Block 9;
 - Lots 2, 3, 4, 5, 6, 12, 15, 16, 17, 18, 19, 23, 24, 25, 26 and 27, Block 10;
- Lots A, B, I through 15 both inclusive, 17 through 27 both inclusive, 31 through 38 both inclusive, 52 through 73 both inclusive, Block 11;
- Lots 3, 9, 25 through 33 both inclusive, 35 through 45 both inclusive, and 47 through 55 both inclusive, Block 12;
 - Lots 2, 3, 6, 7, 16, 18 and 19, Block 13;
 - Lots 1, 2, 3, 4, 8, 9 and 10, Block 14;
- Lots 10, 17, 18, 21, 22, 23, 24, and 27 through 36 both inclusive, Block 15;
 - Lots 1 through 11 both inclusive, Block 16;
- Lots 1 through 11 both inclusive, and 13 through 17 both inclusive, Block 17;
 - Lots 11, 12 and 13, Block 18;

- Lots 1 through 5 both inclusive, and 7 through 14 both inclusive, Block 19;
 - Lots 6, 11, 12, 34, and 53 through 63 both inclusive, Block 20;
 - Lot 24, Block 21;
 - Lots 1, 2, and 4 through 11 both inclusive, Block 22;
- Lots 18 through 23 both inclusive, 25, 26, 27, 28, 31, 36 through 40 both inclusive, 42 and 43, Block 23;
 - Lots 18, 23 through 43 both inclusive, and 45 through 48 both inclusive, Block-32;
- Lots A, 5, 7, 11, 12, 16 through 21 both inclusive, 23, 25 through 29 both inclusive, 35 through 43 both inclusive, 47 through 50 both inclusive, and E 'h of 52, Block 33;
 - Lots 6 through 24 both inclusive, Block 35;
 - Lots I through 13 both inclusive, and 15, Block 36;
- Lots 19 through 22 both inclusive, 26, 27, 28, 33, 34, 39, 41, 44, 47, 48, 53 through 59 both inclusive, 62, 68 through 72 both inclusive, and 74 through 101 both inclusive, Block 38;
 - Lots 14 through 17 both inclusive, Block 39;
- Lots 1 through 19 both inclusive, 22, 26, 27, 38 through 44 both inclusive, 46, and 47, Block 40;
 - Lots A, 1, and 3 through 7 both inclusive, Block 41;
- Lots 9 through 11 both inclusive, and 14, Block 42; Lots 1, 9, 10, 12, 14, 17, 18, 19, 22, and 32 through 41 both inclusive, Block 46;
 - Lots 1 through 8 both inclusive, Block 48;
- Lots 2, 3, 4, 5, 7, 8, 9, 10, and 14 through 29 both inclusive, Block B;
 - Lots 1 through 43 both inclusive, Block D;
 - Lots 1 through 8 both inclusive, Block E;
 - Lots 1 through 20 both inclusive, Block H.

TRACT NO. 2: A parcel of land lying in Sections 21 and 22, Township 21 North, Range 31 West of the Fifth Principal Meridian, Benton County, Arkansas, more particularly described as follows:

Beginning at the quarter section corner of Sections 21 and 22, Township 21 North, Range 31 West of the Fifth Principal Meridian, Benton County, Arkansas, thence South 65 degrees 38 minutes West, 673.82 feet to a point, said point being the point of beginning. Thence South 980.00 feet to a point; thence South, degrees 43 minutes East, 595.39 feet to a point, thence South 19 degrees 39 minutes East, 148.66 feet to a point; thence South 29 degrees 45 minutes East, 241.88 feet to a point; thence South 38 degrees.59 minutes East, 135.08 feet to a point; thence South 52 degrees 42 minutes East, 132.00 feet to a point; thence South 75 degrees 58 minutes East, 164.92 feet to a point; thence North 18 degrees 52 minutes East, 618.22 feet to a point; thence North 82 degrees 48 minutes East, 917.24 feet to a point; thence South 29 degrees 45 minutes East, 201.57 feet to a point; thence South 55 degrees 26 minutes East, 143.07 feet to a point; thence South 45 degrees 00 minutes East, 95.00 feet to a point; thence South 65 degrees 00 minutes East, 160.00 feet to a point; thence South 7X degrees 21 minutes East, 40.84 feet to a point; thence North 29 degrees 24 minutes East, 75.53 feet to a point; thence North 28 degrees 37 minutes East, 193.08 feet to a point; thence North 12 degrees 48 minutes East, 79.18 feet to a point; thence South 84 degrees 34 minutes East. 61.75 feet to a point; thence South 74 degrees 03 minutes East 137.74 feet to a point: thence South 62 degrees 06 minutes East, 229.21 feet to a point; thence North 39 degrees 48 minutes East, 41.04 feet to a point; thence South 62 degrees 06 minutes East, 35.00 feet to a point; thence South 84 degrees 00 minutes East, 120.00 feet to a point; thence North 1 degree 34 minutes West, 125.00 feet to a point; thence East, 78.31 feet to a point; thence North 14 degrees 00 minutes East, 61.97 feet to a point; thence North 23 degrees 38 minutes East, 87.32 feet to a point; thence North 34 degrees 17 minutes East, 133.13 feet to a point; thence North 39 degrees 22 minutes East, 252.23 feet to a point; thence North 28 degrees 37 minutes East, 125.31 feet to a point; thence North 19 degrees 39 minutes East, 74.33 feet to a point; thence North 10 degrees 37 minutes West, 81.39 feet to a point; thence North 22 degrees 15 minutes West, 406.58 feet to a point; thence and on a curve to the left having a degree of curvature of 21 degrees 27 minutes 41 seconds, an arc distance of 90.94 feet, thence North 46 degrees 25 minutes West, 80.00 feet to a point; thence South 43 degrees 35 minutes West, 50.00 feet to a point, thence North 27 degrees 33 minutes West, 449.00 feet to a point; thence North 32 degrees 54 minutes East, 202.47 feet to a point; thence North 50 degrees 26 minutes East, 180.59 feet to a point; thence North 39 degrees 30 minutes West, 255.00 feet to a point;

thence North 50 degrees 30 minutes East, 135.00 feet to a point; thence North 36 degrees 28 minutes West, 170.19 feet to a point; thence South 71 degrees 22 minutes West, 445.97 feet to a point; thence South 77 degrees 54 minutes West, 96.90 feet to a point; thence North 8 degrees 45 minutes West, 97.44 feet to a point; thence North, 16.94 feet to a point; thence West, 185.00 feet to a point; thence North 41 degrees 03 minutes West, 205.53 feet to a point; thence North 89 degrees 33 minutes West, 635.02 feet to a point; thence South 71 degrees 34 minutes West, 189.74 feet to a point; thence South 55 degrees 11 minutes West, 280.15 feet to a point; thence South 89 degrees 23 minutes West, 338.48 feet to a point, thence North 37 degrees 38 minutes West, 170.00 feet to a point; thence South 52 degrees 22 minutes West, 9.77 feet to a point; thence North 37 degrees 38 minutes West, 125.00 feet to a point; thence South 52 degrees 22 minutes West, 236.91 feet to a point; thence South 73 degrees 04 minutes West, 42.60 feet to a point; thence South 52 degrees 22 minutes West 53.62 feet to a point; thence South 30 degrees 15 minutes West, 204.11 feet to a point; thence South, 67.34 feet; thence along a curve to the left, having a degree of curvature of 11 degrees 53 minutes, 51 seconds an arc distance of 100.73 feet to a point; thence East, 40.00 feet to a point; thence South, 80.00 feet to a point; thence East 10.00 feet to a point; thence and on a curve to the right having a degree of curvature of 5 degrees 51 minutes 36 seconds an arc distance of 145.54-feet to a point; thence South 3 degrees 11 minutes West, 206.06 feet to a point; thence South 77 degrees 03 minutes West, 182.75 feet to a point; thence South 35 degrees 00 minutes West, 55.00 feet to a point; thence North 51 degrees 36 minutes West, 207.05 feet to the point of beginning and containing in all 156.26 acres, more or less.

Section 2. Additions to Existing Property. Additional lands of the Developer may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have the right but not the obligation to bring within the plan of this Declaration additional properties, regardless of whether or not said properties are presently owned by the Developer, in future stages of the development, provided that such additions are in accord with the General Plan of Development which has been prepared and heretofore made public prior to the date of this Declaration and prior to the sale of any Lot, and provided such proposed additions, if made, will become subject to assessment for their just share of Club expenses. UNDER NO CIRCUMSTANCES shall this Declaration or any Supplemental Declaration or such General Plan bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of land shown upon such General Plan, or in anywise preclude the Developer, its successors and assigns, from conveying the lands included in the General Plan, but not having been made subject to this Declaration or any Supplemental Declaration as herein provided, free and clear of such Plan, as well as free and clear of this Declaration or any Supplemental Declaration.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property, and the Owners, including the Developer of Lots and Living Units in such additions shall immediately be entitled to all privileges herein provided.

(c) Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify and add to the covenants established by this Declaration within the Existing Property.

Section 3. Additions Limited to Developer. No one other than the Developer, its successors and assigns, shall have the right to subject additional lands to the covenants and restrictions contained in this Declaration, unless the Developer, its successors and assigns, shall indicate in writing to the Club that such additional lands may be included hereunder.

ARTICLE III. Membership and Voting Rights in the Club

Section 1. Membership. The Developer, its successors and assigns, shall be a member of the Club so long as it shall be the record owner of a fee, or an undivided fee, interest in any lot or Living Unit which is subject by covenants of record to assessment by the Club, and the Developer shall also be a member until it is paid in full for every such Lot or Living Unit which it shall sell. Also, every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Club and who shall have paid the Developer in full for the purchase price of the Lot or Living Unit shall be a member of the Club, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of all obligation shall not be a member.

Section 2. Voting Rights. Every member of the Club shall be entitled to one vote in the election of directors of the Club, but for all other purposes there shall be two classes of voting memberships:

Class A. Class A members shall be all those persons or entities as defined in Section 1 with the exception of the Developer, who have paid the Developer in full for the purchase price of the Lot or Living Unit. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. Class B member shall be the Developer. The Class B member shall be entitled to ten votes for each Lot or Living Unit of which it is the record owner and which is subject by covenants of record to assessment by the Club until it shall have conveyed the Lot or Living Unit by deed to a purchaser and shall have been paid in full for such Lot or Living Unit. The Developer shall continue to the right to cast votes as aforesaid (ten votes for each Lot or Living Unit) even though it may have contracted to sell the Lot or Living Unit or may have same under a mortgage or deed of trust.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 3. Associate Members. Every person or entity who has entered into a contract of purchase with the Developer covering a Lot or Living Unit which is subject by covenants of record to assessment by the Club and who has not paid the Developer in full for the purchase price of the Lot or Living Unit shall be an associate member of the Club. An associate member shall be entitled to all of the privileges of a member except the right to vote in the election of directors, or otherwise. Rescission of a contract of purchase by Developer for any reason shall terminate the associate membership or memberships incident to the contract of purchase rescinded.

ARTICLE IV. Utility Easements

Section 1. Reservations of Utility Easements. Developer, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the ground as hereinafter designated of The Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Properties upon The Properties and on, in, over and under all of the easements including, but not limited to, Roads and Streets, shown on any subdivision plat of The Properties (whether such easement are shown on said subdivision plat to be for drainage, utilities or other purposes) and in, over and under a 5-foot strip at the back of each lot of The Properties and on, in, over and under a 5-foot strip along the interior of all side lot lines of each lot of The Properties and on, in, over and under a 5-foot strip at the front of each Lot of The Properties. The Developer shall have the unrestricted and sole right and power of alienating and

releasing the privileges, easements, and rights referred to in this Section. The owners other than the Developer, of the lot or lots subject to the privileges, rights and easements referred to in this Section I shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of The Properties, are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

ARTICLE V. Reserved Properties

Section 1. Real Properties Designated as “Reserved Properties” are Reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplemental Declaration designated as “Reserved Properties”, shall remain the privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said areas or any portion of same, and neither this Declaration or any Supplemental Declarations or the plats in connection with same shall in anywise apply to such “Reserved Properties” unless at a later time same shall be included under the provisions of the Declaration or a Supplemental Declaration as provided in ARTICLE II hereof.

Section 2. Utilities Reserved from Declaration. Utilities, except the water system, are specifically reserved unto the Developer. It is contemplated utilities for the Properties with the exception of the water system shall be furnished by companies so engaged in the vicinity of The Properties and the Developer retains and has the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such consideration, which consideration shall belong to the Developer, as it shall deem proper under the circumstances. The utilities referred to shall include, but not be limited to:

Natural, Liquefied or Manufactured Gas System, Electrical System, Telephone System, Antenna Television Transmission and Distribution Facilities and System.

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated to do so, organize a company, or companies, to furnish such utility services, and shall have the right to enter into agreements with such company, or companies, to furnish the utility services reserved, or any of them, even though such company, or companies, so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved, although the Developer will use its best efforts consistent with economic feasibility to so provide same.

ARTICLE VI Plan for Construction and Maintenance of Common Properties

Section 1. Water System. It is contemplated the water system shall be constructed by the Developer but will be a part of the Common Properties. However, the Developer shall be the sole judge as to the time when the water system shall be constructed and shall also be the sole judge as to when such system shall be extended from time to time. In the event the Developer shall decide it is not economically feasible to extend the water system to a particular area, it shall not be obligated to do so. The cost of the maintenance, capital improvements, operation, taxes and other expenses incident to the water system, and operation of same, shall be paid from assessments against each Lot and Living Unit as herein provided and from charges made to Owners for furnishing such service at such prices as shall be fixed from time to time by the Board of Directors of the Club. It is specifically provided that the water service will not be furnished to the public for compensation, and to the contrary such water service will be limited to Owners, as herein defined, and in the event the water service is made available to other than Owners, there will be no charge to such persons or entities, unless the Club shall have complied with the applicable Arkansas law relative to the sale of water to the public for compensation.

Section 2. Roads and Streets. It is contemplated the roads and streets shall be constructed by the Developer and that those roads and streets which are not dedicated to the general public will be a part of the Common Properties. However, the Developer shall be the sole judge as to when such roads and streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the roads and streets will be improved. In the event the Developer shall decide it is not economically feasible to extend improved roads or streets to a particular area, it shall not be obligated to do so. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to the roads and streets, regardless of whether dedicated to the public or as Common Properties, shall be paid from assessments against each Lot and Living Unit as herein provided.

Section 3. Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots. It is contemplated the Developer shall construct the Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots. The cost of maintenance, capital improvements operation, taxes and other expenses incident to these Common Properties shall be the obligations of the Club, and shall be paid from assessments against each Lot and Living Unit as herein provided, and also from fees for the use of the Common Properties. The Developer shall be the sole judge as to the time when such Lakes, Golf Course, Permanent Parks and Permanent Recreational Plots shall be constructed, and if the Developer shall decide that it is not economically feasible to construct any or a portion of such due to the failure to sell sufficient Lots or Living Units, it shall not be obligated to construct same.

ARTICLE VII Plan for Construction and Maintenance of Limited Common Properties

Section 1. Construction and Maintenance. The Developer shall construct the roads and streets to the extent of cutting, grading and graveling the roads and streets so that vehicles may traverse same. All other construction and maintenance, including payment of taxes, as to the Limited Common Properties shall be the obligation of the owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties. In order to perform such construction and maintenance the owners of the Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties may organize a non-profit corporation to be limited to membership to those owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties and the non-profit corporation shall have all of the powers, including the power to levy assessments against particular Lots and Living Units in order to obtain funds, as the Club has which are referred to in this Declaration.

Section 2. Upon the failure of the owners of the property entitled to the use and enjoyment of the particular Limited Common Properties to provide for the construction and maintenance of the particular Limited Common Properties, the Club may perform same and apportion the charge against the Lots and Living Units entitled to the benefit of the particular Limited Common Properties and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property.

ARTICLE VIII Property Rights of the Common Properties

Section 1. Members' and Associate Members' Easement of Enjoyment. Subject to the provisions of ARTICLE IV hereof and Section 3 of this ARTICLE VIII, every member and associate member, so long as the associate membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer shall convey the Common Properties to the Club after the construction of same is completed, or at an earlier time.

Section 3. Extent of Members' and Associate Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Developer and/or the Club to borrow money for the purpose of constructing, improving and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering said properties. In the event of default upon any such mortgage the lender shall have a right, after taking possession of such properties to charge service or use charges, admission and other fees as a condition to continued enjoyment by the Members and Associate Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Club and all rights of the Members and Associate Members shall be fully restored; and
- (b) the right of the Club to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) the right of the Club to suspend the enjoyment rights of any Member or Associate Member for any period during which any assessment, service or use charge remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (d) the right of the Club to charge reasonable service or use charges, admission and other fees for the use, service and enjoyment of the Common Properties; and
- (e) the right of the Club to make the golf course and the lakes available by lease, or otherwise, subject to subparagraph (g) hereof, to another country club, which shall be a non-profit corporation with the right of the other country club to charge dues to members and associate members and permit persons who are not members or associate members to become members of the other country club for a membership payment and also for payment of dues, and with the understanding the other country club shall have the right to make rules and regulations which shall be enforceable as to members and associate members; and
- (f) the right of the Club to limit the number of members or associate members per Lot or Living Unit who may be entitled to the benefit of the easement of enjoyment as to the Common Properties by reason of ownership of contract of purchase of a Lot or Living Unit; and
- (g) the right of the Developer until all Lots and Living Units located within The Properties shall have been sold to make use of the Common Properties to encourage sales; and
- (h) the right of individual members and associate members to the exclusive use of parking spaces as provided in Section 4 hereof; and
- (i) the right of the Club to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless such action shall be approved by a vote of 51 % of the votes of each class of membership, and unless written notice of the proposed agreement and action there under is sent to every member at least ninety (90) days in advance of any action taken.

Section 4. Parking Rights. Subject to reasonable rules and conditions, the Club shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of members or associate members residing therein, their families and guests. The use of such space by any other member, associate member, or person may be enjoined by the Club or the members or associate members entitled thereto. The right of the exclusive use of such parking space and to its maintenance and designation by the Club shall be appurtenant to and shall pass with title to each Living Unit.

ARTICLE IX Property Rights of the Limited Common Properties

Section 1. Owners' Easement of Enjoyment. Lands designated upon plats as "Limited Common Properties", and also as may be so designated from time to time by the Developer, shall be devoted to the common use and enjoyment of the owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other owners of Lots and Living Units upon The Properties. The owners of the specifically designated Lots and Living Units, subject to ARTICLE IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until the owners of Lots and Living Units entitled to the easement of enjoyment as to the particular Limited Common Properties shall have constructed the permanent improvements thereon and provided for maintenance of same. At such time the Developer shall convey the title to the particular Limited Common Properties to such entity as the owners shall direct, and on failure of the owners to perform or direct the conveyance of the title as to the particular Limited Common Properties, then the Developer shall convey to the Club and it shall perform as provided in Section 2, ARTICLE VII hereof.

ARTICLE X Covenant for Maintenance Assessments

Section 1. Creation of Lien. The Developer for each Lot and Living Unit owned by it within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed there for, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Club: (1) annual assessments of charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Section 2. Purpose of Assessments. The assessments levied hereunder by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of roads and streets within The Properties, even though same have been dedicated to the public.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1970, the annual assessment shall be \$60.00 per Lot or Living Unit. From and after January 1, 1970, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years. Unless the annual assessment shall be increased as aforesaid, it shall remain at \$60.00 per Lot or Living Unit.

The Board of Directors of the Club may, after consideration of current maintenance costs and future needs of the Club, fix the actual assessment for any year at a lesser amount. Likewise, the Board of Directors of the Club may, after consideration of the lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Club may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the roads and streets within The Properties, even

though same may have been dedicated to the public, and also a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 % of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting. The Board of Directors of the Club may, after consideration of lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount.

Section 5. Change in Basis of Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the purpose therein specified, the Club may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of 51 % of the votes of each Class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The Quorum of any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast 50% of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 90 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Club to be the date of commencement.

The first annual assessments shall be for the balance of the calendar year and shall be apportioned over the remaining months of such calendar year, and payments shall be payable on the 1st day, or such other day as may be fixed by the Board of Directors of the Club, of each month for the remainder of the calendar year.

The assessments for any year, after the first year, shall become due and payable on the first day, or such other day as fixed by the Board of Directors of the Club, of January of said year, and shall be apportioned over 12 months and the first payment shall be payable on such day of January as fixed aforesaid and the remaining payments payable on the same day of each month thereafter for the remainder of the year. In the event of default as to a monthly payment, and if the default is not remedied within 30 days, the Club shall have the option of declaring the assessment for the entire year due and payable.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, and it shall also be payable monthly with the same option on the part of the Club in the event of default.

Section 8. Duties of the Board of Directors. The Board of Directors of the Club shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Club and shall be

open to inspection by any Owner. Written notice of the assessment may thereupon be sent to every Owner subject thereto.

The Club shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Club, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Delegation of Collection of Assessment. The Club may delegate the collection for its use and benefit (Club) of the assessments herein provided to the Developer, its successors and assigns. Due to the common interest of the Developer and the Club, the Club in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot or Living Unit.

Section 10. Effect of Non-Payment of Assessment; The Lien; Remedies of Club. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Club to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid as provided in Section 7 and the Club shall declare the entire assessment due and payable, the assessment shall bear interest from date of delinquency at the rate of 6 % per annum, and the Club may foreclose the lien against said property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action .

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

Common Properties, Limited Common Properties, Utility Easements and all other Easements, Reserved Properties Utilities, Golf Course and Lake or Lakes, if constructed by Developer.

ARTICLE XI Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing lines between Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of his Articles, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE XII Architectural Control Committee

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of Developer, or by an Architectural Control Committee composed of 3 or more representatives appointed by the Board.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XIII Exterior Maintenance

Section 1. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance as to buildings or grounds the Developer or the Club may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Lot or Living Unit is subject under ARTICLE X hereof and, as part of such annual assessment or charge, it shall be a lien subject, however, to lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in ARTICLE X hereof. Upon collection by the Club, the cost shall be paid to Developer, if the Developer has performed the work.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this ARTICLE XIII, the Developer or the Club through its respective duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE XIV Protective Covenants

Attached hereto as "Exhibit 1 " and made a part hereof as fully as though contained herein word for word are the protective covenants relative to The Properties as well as any other lands which may be added as provided in ARTICLE II hereof. Every provision of this Declaration shall apply as fully as to the protective covenants as if same were set forth herein word for word.

ARTICLE XV General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 26 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then-Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded 3 years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Notices. Any notice given or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Associate Member or Owner on the records of the Club at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Club or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Assignment Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immediately be released and discharged as to any and all liability incident to such reservation, right or obligation.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, CHEROKEE VILLAGE DEVELOPMENT COMPANY, INC. joined by BELLA VISTA COUNTRY CLUB for the purposes of indicating its agreement to perform the obligations placed upon it by this instrument, have caused this Declaration to be executed by their respective corporate officers, who are duly authorized to so execute same, in multiple counterparts, any one of which shall be deemed an original, this 18 day of May, 1965.

CHEROKEE VILLAGE DEVELOPMENT COMPANY, INC.

By: JOHN A. COOPER President

ATTEST: MILDRED B. COOPER Secretary

BELLA VISTA COUNTRY CLUB By: JOHN A. COOPER, JR. President

ATTEST: EDWIN J. PEASE Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS COUNTY OF BENTON

On this day before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named JOHN A. COOPER and MILDRED B. COOPER, to me personally well known, who stated that they were the President and Secretary of Cherokee Village Development Company, Inc., an Arkansas corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18 day of May, 1965.

JOSEPHINE R. HEYLAND Circuit Clerk

By: ELLEN CASEY, D.C. My commission expires: Term of office

Governing Documents

[Declaration and Covenants](#)

The *Declaration* is the governing document for the Bella Vista Village Property Owners Association that sets forth the structure of the village, identifies the parties involved in the village, such as the developer, members, POA, Architectural Control Committee, and set out the rights, powers and privileges of each party, as well as governs how each party relates to the other parties.

The *Covenants* is the document regulates the use and maintenance of the land within the POA. It sets out what actions are allowed and what actions are prohibited on the property within the village.

[Articles of Incorporation](#)

The corporate document that sets out the framework, purpose and methods of operation of the POA. This document gives a very broad view of the role of the corporation.

[Bella Vista Bylaws](#)

Corporate document that sets out the powers and duties of the Board of Directors, officers and management and establishes the different divisions and committees of the POA. This document is more detailed and provides guidelines for how the POA will handle its major corporate functions, such as meetings, voting and elections.

[Bella Vista Property Owners Association Policy](#)

This establishes a course of action for the Board of Directors to take on various issues to help expedite and standardize the process.

[Simplified Parliamentary Procedures](#)

Provides the procedure under which all Board meetings are conducted and how motions are presented and voted on.

MEMBER ACCESS TO POA INFORMATION [↑Top](#)

PURPOSE:

To ensure that the spirit of POA bylaw IV.3.F. is followed, thereby ensuring that members shall be advised of the performance of its Board and management and of the decisions that are reached and policies adopted in behalf of the association and its members. This policy will ensure that POA members have appropriate access to information and proceedings of their Association, consistent with the right and need to know, while still enabling the Association to conduct its business and operations to the best advantage of its members.

I. MEETINGS OF THE POA BOARD OF DIRECTORS

1. All Board meetings shall be announced in advance.
2. Regular and special meetings of the Board of Directors which conduct the business of the POA shall be announced to the members and be open to all members. All formal actions of the Board shall occur only in these meetings, except for those occurring in Executive Session (see I.2 below). The minutes of such meetings shall be accessible to POA members.
3. The Board may hold an Executive session at the call of the chairman, the request of the General Manager/President, or upon the request of at least three members of the Board. Any action taken by a vote of the Board at an Executive session shall be reported normally at the next regular Board meeting. Minutes of such meetings, the materials used in such meetings, and the discussions occurring in such meetings, shall remain confidential.
4. All matters regarding POA personnel and membership disciplinary action normally will be conducted in Executive session.
5. Work sessions of the Board will be open meetings but no formal actions may be taken at such sessions.
6. The Board may hold Discussion sessions that will normally not be open to others. No formal action may be taken at such sessions and minutes will not be recorded.

II. COMMITTEE MEETINGS

1. All POA Committee meetings shall be announced in advance.
2. Meetings of the Audit Committee and the Elections Committee normally will be closed meetings. Meetings of the other Board Committees (Rules and Regulations, Communications, and Planning), which develop recommendations for the Board, normally will be open meetings but may be closed at the discretion of the chairman, but only with the concurrence of the Board Chairman.
3. Meetings of Joint Advisory Committees will be open and minutes will be accessible to POA members. Sub-committee meetings developing recommendations for the full committee may be closed.
4. Meetings of Ad Hoc Committees and Task Forces, etc. normally will be open but may be closed at the discretion of the chairman. All recommendations emanating from such Committees will be accessible to POA members.
5. The schedule of all POA meetings, whether open or closed, shall be made widely available in a timely manner. The agendas of all Board meetings shall be widely accessible in advance.

III. OTHER MEETINGS

1. Meetings of POA staff, management, or Board members with other organizations shall be closed, unless mutually agreed to be open.

2. Meetings of POA staff or management shall not be open unless an exception is made by the General Manager.

IV. PRESS ACCREDITATION

1. For the purpose of assisting in the dissemination of information to the membership, the General Manager is empowered to provide media organizations the same access to Association meetings and information as a member of the Association.

V. DOCUMENTS

1. Any document distributed at an open meeting of the Board, an open meeting of a Board Committee, a Joint Advisory Committee, or an Ad-Hoc Committee or Task Force shall be deemed an open document and therefore available to the POA membership. Whenever feasible, copies of such documents shall be made available to attendees at such meetings.
2. "Books and Records" as cited in POA Bylaws IV.3.F are defined herein as official POA reports, both financial and otherwise, including documents distributed in accord with item V.1 above. They shall be made accessible to members, either electronically, in the library, and/or from the POA general office during normal working hours. Members desiring personal copies of such documents shall be required to pay for the cost of producing copies, except if such should have been available at an open meeting.
3. Working papers prepared by POA staff or Board members normally will not be available to the membership unless they are presented at open meetings (see V.1 above).
4. While financial reports shall be made accessible to members (see V.2 above), background documentation and accounting files normally will not be made available to other than POA staff or Board members.
5. Most contracts executed by the Association shall be open to inspection by the members. Excluded will be personnel-related contracts and those that have non-disclosure provisions.
6. The POA shall not be required to uniquely compile information for a member unless agreed to by the General Manager or the Board of Directors. Complying with requests by POA Committees for unique compilations must be approved by Management.
7. Communications between or among Board members, POA staff, or committee members shall be considered private and not accessible to POA members, regardless of whether such documents exist in electronic or hard-copy form.
8. Personal information, other than salaries, regarding individual POA personnel shall be confidential.
9. The General Manager or the Chairman of the POA Board of Directors may, at their discretion, permit a normally-confidential document to be made available to POA members.

VI. MEMBERSHIP LISTS

1. POA membership lists are for the use of the Association only. Such lists will not be distributed to POA members or to other parties. The only information regarding membership to be provided is whether or not an individual is or is not a member of the Association.
2. The General Manager is authorized to provide name and address information of new POA members but only with their consent, to appropriate non-profit charitable organizations based in Bella Vista.

VII. ATTORNEY-CLIENT RELATIONSHIP

1. The Association will follow the normal practice of attorney-client privilege with its staff attorney(s) and with outside counsel. This includes written and oral advice and opinion rendered to the Association, its staff, and its Board, which shall be confidential unless released by the Association at its discretion. Members of the Board of Directors shall be considered part of the client body, and shall have confidential access to such advice and opinions.

VIII. ENFORCEMENT

1. If any member of the staff, management, or the Board violates the provisions of this policy the normal proceedings, depending on status, shall be instituted for disciplining the person.

1.02 ESTABLISHING, CHANGING, OR RESCINDING POLICIES [↑Top](#)

PURPOSE

To establish a uniform method and responsibility for the control of establishing, changing, or rescinding POA policies.

DUTIES

1. It is the responsibility of the Rules and Regulations Committee to recommend establishing, changing, or rescinding POA policies. Policy issues of concern may be referred to the Rules and Regulations Committee by the Chairman of the Board, the chair of any Board or Joint Advisory Committee, or individual Board members.

2. The Rules and Regulations Committee has the authority to renumber and reorganize board and management policies with a view toward eliminating management policies.

GUIDELINES

1. Notice: Notice of an intent to change, establish, or rescind all policies shall be given via published agenda for two consecutive Board meetings. Upon approval of two-thirds of the members of the Board of Directors, an emergency may be declared and the second agenda notice and vote may be waived.

2. Procedure:

- a. To establish, change, or rescind a policy after proper notice by agenda has been made, a motion shall be made at two consecutive Board meetings and passed by a majority of the Board.
- b. If an emergency is approved, one notice and vote is required.
- c. Establishing, changing, or rescinding management policies require one notice and vote.

3. The Board may adopt resolutions by a majority vote of all directors, provided that such resolutions have been a part of the regular printed agenda. Adding a resolution to the agenda after it is printed requires the written request of three Board members present. Resolutions may express a "sense of the Board" or may direct or approve specific actions. However, resolutions may not be used as a tool to change or create POA bylaws, or to create or amend Board or POA policies.

1.03 GUIDELINES FOR POA COMMITTEES [↑Top](#)

I. PURPOSE

To clearly state and define the purpose, composition, duties, and method(s) to be used by committees appointed by the Board of Directors or Board Chairman.

POA Committees are categorized as follows:

- a. Board Policy Committees
- b. Joint Advisory Committees

- c. Operational Committees
- d. Special or Ad-Hoc Committees and Task Forces.

II. BOARD POLICY COMMITTEES

1. Board Policy Committees are appointed under the authority of the bylaws (Article VIII, Sections 2). Their composition and duties shall be as enacted in separate Board Policies.

III. JOINT ADVISORY COMMITTEES (JACS)

1. JACs are appointed under the authority of Article VIII, Section 10 of the bylaws. Their composition and duties are specified in Board Policy 1.04.

IV. OPERATIONAL COMMITTEES

- 1. ELECTION COMMITTEE** – The Election Committee is appointed under the authority of the Bylaws, Article VIII, Section 1, as implemented by BP 1.03.2.
- 2. VILLAGE PRIDE COMMITTEE** – The Village Pride Committee is appointed under the authority of the Bylaws, Article VIII, Section 1.
 - a. The Committee provides a multi-faceted thrust of education and action to maintain and improve the aesthetics and physical beauty of Bella Vista through a variety of projects. The Committee also raises and expends funds for many of its programs.
 - b. The Committee is comprised of nine POA members and may include, as ex-officio members without vote, Management Liaison(s) and Board Liaison(s).
 - c. The Committee will elect its chairman and secretary, provide minutes to the Corporate Secretary, and hold monthly meetings.

P 1.03

V. SPECIAL OR AD-HOC COMMITTEES AND TASK FORCES

1. These committees are appointed by the Board Chairman under the authority of bylaw Article VIII, Section 1. Members must be POA members in good standing. With the concurrence of the General Manager, staff support may be provided to the committee.
2. The appointment of such committees and task forces, their mandate, their time frame, and their composition shall be reported promptly to the Board by its Chairman.
3. The removal of a committee member for cause shall follow the procedure outlined for JACs in BP 1.04.
4. The Committee may create appropriate sub-committees to assist in completing their assigned work.
5. The allocation of resources to such committees and task forces, beyond those provided in the existing budget, requires the approval of the Board.
6. Minutes and supporting documents will be kept for each meeting. These will be provided to the Corporate Secretary for inclusion in the monthly Board information. All records, including the committee's signed final report, and any signed minority report(s), will be kept in the corporate files.
7. At its final meeting, the Special Committee will provide a written report with recommendation(s) to the Board. After studying the report and recommendation(s), the Board will have a discussion and take appropriate action to determine the outcome of the committee's recommendation(s). Unless further tasks are requested by the Board, the committee will be dissolved.

1.03.1 AUDIT COMMITTEE [↑Top](#)

I. PURPOSE

The Audit Committee is to ensure that the annual independent audit is performed satisfactorily within the desired scope and is reported appropriately to the membership. The committee will also direct the auditors in any special review or audit deemed necessary.

II. ORGANIZATION AND APPOINTMENT

1. The Audit Committee is a Board Committee with at least three members appointed by the Chairman each June. Members will serve for staggered three year terms. The Treasurer and Controller are ex-officio members without vote.
2. The Committee will elect its chairman and secretary.
3. Meetings will be held as determined by the committee.
4. Minutes will be provided to the Corporate Secretary and distributed to the Board.

III. DUTIES

1. Be guided by P 8.09 in the selection of auditors.
2. Determine when a change of auditors is appropriate, prepare the Request for Proposal (RFP), and evaluate the responses to effect such a change.
3. Report to the Board of Directors as appropriate.
4. Provide the POA Treasurer with assistance and/or guidance as requested.
5. Meet with the auditors prior to the beginning of the audit work to discuss the general scope of the audit and to direct the auditors regarding any special focus or emphasis to be covered by the audit.
6. Meet with the auditors for an exit interview upon completion of the field work to identify and discuss any problems or points of concern identified by the auditors.
7. Inform the Board of Directors of any special engagements that the committee requires the auditors to perform in addition to the annual financial audit of the Association.

1.03.2 GUIDELINES FOR FUNCTION - ELECTION COMMITTEE [↑Top](#)

OBJECTIVE

To provide the Property Owners Association Board of Directors an independent resource through which Directors may be elected to the Board, and to establish voting procedures for special situations as might arise at the direction of the Board.

DUTIES

1. Supervise the Nomination by Petition Process.
2. Hold Committee meetings approximately six months prior to the Association's Annual Meeting and develop a timetable for elections to the Board. The election timetable is to be reviewed with the POA General Manager and the Board Chairman no later than five months before the Annual Association Meeting. The timetable will be made available to all operating personnel involved in the election procedure.

In the event of a delayed election, the Committee will hold a meeting at the soonest practical

time. The Committee will develop a timetable for the election process which will provide for an election to occur at the earliest reasonable time. All other duties of the Committee will be carried out with allowances for the delayed election process.

3. The Election Committee Chairman will receive the list of candidates from the Corporate Secretary at the January meeting of the Board. There must be no prior disclosures of the candidates' names.
4. The Chairman of the Election Committee will announce the candidates names to the Board during the January Board meeting (Bylaws, Article V, Section 1, Paragraph C).
5. Prepare, distribute ballots to and receive same from eligible Association members; count and tabulate ballots as outlined in the Bylaws (Bylaws, Article V and X).
6. The Election Committee will meet no later than six weeks before the election to take the following actions:
 - a. Determine how the candidates are to be listed on the ballot.
 - b. Finalize ballot layout, size and tally design.
 - c. All materials to be published; the material shall not otherwise be edited (except for length.) If the resumes are edited for length, the candidates approval of the change will be sought.
 - d. Meet at least one time with the entire Election Committee and the Manager of Membership Services to review and approve or disapprove all materials to be sent in the ballot mailing (Bylaws, Article IV, Section 3, Paragraph E, Article V and XI) If changes in the materials are to be made, a second meeting is to be held for final approval.

7. BALLOT MATERIALS CONSIST OF:

- a. Notice of Annual Meeting
 - b. Resumes of candidates
 - c. Ballot
 - d. Description of vacancies to be filled and the terms of office.
 - e. Set forth the names of the candidates.
 - f. Instructions:
 - 1) Complete the ballot and place it in sealed envelope marked "ballot." Place an "X" in the box before the names of the candidate(s) for whom you wish to vote. You may vote for up to, but no more than the number of candidates to be elected. The candidates receiving the most votes shall be elected to serve on the Board.
 - 2) Any vote which is qualified or restricted in any way is invalid and shall not be counted.
 - 3) Detach the ballot from the instructions at the perforation and insert into the provided return envelope.
 - 4) Return by U.S. Mail (or return in person) to the POA General Office, by the date stated on ballot (instructions) or deliver in person prior to the start of the Annual Meeting. The POA shall not accept mailed envelopes with insufficient postage.
- NOTE: The POA's mailing of the ballots, etc., must be at least 30 days prior to the 3rd Tuesday in May of each year. In order to accomplish the most accurate compilation of eligible voters, the first and larger mailing should be 35 to 37 days before the Annual Meeting with a second and final mailing of members in good standing (Bylaws, Article I, Section 10) status between 1st and 2nd mailings being on a business day as close as possible to the 30-day limit.

8. Ensure that Management checks barcode against membership records.
9. After validation, newly returned envelopes will be opened by the Committee (as frequently as is necessary), the contents examined and ballots secured until counted (Bylaws, Article V, Section

2, Paragraph F).

10. The Election Committee will hold a meeting prior to the meeting of the membership at which an election of the Board will occur and determine the probable winners.
11. The Committee will collect ballots submitted immediately prior to the Annual Meeting, validate, count, and add to the total.
12. Announce the election results at the Annual Meeting by the Chairman of the Election Committee and present the tabulated results to the Corporate Secretary for recording as a permanent record (Bylaws, Article V, Section 2, Paragraph H).
13. A recount may be requested by a candidate if he/she loses by less than 100 votes and the request is made within three business days of the day the results are announced. The request is to be made through the Corporate Secretary.
14. Fifteen (15) days after the announcement of the election results, unless a recount is requested, the ballots and outer envelopes shall be destroyed.
15. Exercise discipline of individual Committee members as provided for by Board policy.
16. A copy of Committee meeting minutes, along with other supporting data, reports and Committee recommendations, if any, will be submitted to the Corporate Secretary within five (5) working days of the meeting for inclusion in the Board packets.

1.03.3 COMMUNICATIONS COMMITTEE [↑Top](#)

I. PURPOSE

The Communications Committee is to ensure that POA members are provided information necessary for understanding issues and opportunities facing the Association, to assist the POA in working with external groups and organizations, and to ensure that POA members are informed of POA activities.

II. ORGANIZATION AND APPOINTMENT

1. The Communications Committee is a Board Committee with at least three members appointed by the Chairman each June. The Communications Manager is an ex-officio member without vote.

2. The Committee will elect its chairman and secretary.

3. Meetings will generally be held monthly.

4. Minutes will be provided to the Corporate Secretary and distributed to the Board.

III. DUTIES

1. Be guided by P 6.02.

2. Act as a liaison between the Board and Administration on POA information activities.

3. Make budget and personnel recommendations regarding communication activities.

4. Ensure that the membership is informed and educated about issues, policies, and activities within the POA.

1.03.4 PLANNING COMMITTEE [↑Top](#)

I. PURPOSE

The Planning Committee is responsible for identifying and coordinating the planning activities necessary to ensure the welfare and further development of the Property Owner's Association.

II. ORGANIZATION AND APPOINTMENT

1. The Planning Committee is a Board Committee with at least three members appointed by the Chairman each June. The General Manager is an ex-officio member without vote.
2. The Committee will elect its chairman and secretary.
3. Meetings will generally be held monthly.
4. Minutes will be provided to the Corporate Secretary and distributed to the Board.

III. DUTIES

1. Identify future critical events or milestones that must be successfully managed to ensure a positive impact on the POA.
2. Recommend to the Board the initiation of planning activities and submit proposed membership and leadership for those activities.
3. Conduct an annual review of the POA Strategic Plans and recommend adjustments as necessary to the Board.
4. Conduct a review of action plans proposed by the General Manager that address key areas of the Strategic Plans.
5. Recommend annual budget guidelines for the Board's approval.

1.03.5 RULES AND REGULATIONS COMMITTEE [Top](#)

I. PURPOSE

The Rules and Regulations (R&R) Committee's responsibility is to ensure that the Association's bylaws and policies are kept in good order and reflect the will of the Association.

II. ORGANIZATION AND APPOINTMENT

1. The R&R Committee is a Board Committee with at least three members appointed by the Chairman each June. The General Manager is an ex-officio member without vote. The Association attorney and Corporate Secretary will provide staff support to the Committee.
2. The Committee will elect its chairman.
3. Meetings will generally be held monthly.
4. Minutes will taken and maintained by the Corporate Secretary and distributed to the Board.

III. DUTIES

1. Be guided by P 1.02 in the creation, amending, and rescinding of policies, etc.
2. To make recommendations to the Board of Directors regarding the Association's governing documents, including the Declaration, the Articles of Incorporation, the Bylaws, Association Policies, and any other regulatory documents.
3. To originate action designed to update as necessary the POA governing documents.

4. To assist any Board members who may wish to establish, change, or rescind any parts of the governing documents.
5. To review and update the Board members Manual.
6. To maintain the Board of Director's Policy Manual.
7. To annually submit to the Board, if appropriate and verified by the Committee, a resolution that the President and Treasurer not be required to obtain security and fidelity bonds because the Association's Commercial Crime insurance policy duplicates this coverage.

1.031.5 GUIDELINES FOR FUNCTION - RULES AND REGULATIONS COMMITTEE [↑Top](#)

It is the objective of the Rules and Regulations Committee to serve the Board by providing any Board member who wishes assistance with background research and suggestions for wording for motions concerning policy or Bylaws. It is understood that the individual Board member who introduces the concept of a policy or Bylaws change is responsible to work with the Committee towards the introduction and reading for the Board.

Duties

1. Submit to the Board for approval suggested changes, revisions, and additions to the Bylaws, Policy Manual, and the Board Members Manual.
2. Ascertain that motions concerning policy or Bylaws are not in conflict with existing Board policy, Bylaws, or Declaration and Protective Covenants.
3. Provide clear wording, avoiding ambiguity, for policy statements and Bylaws.
4. Review Bylaws annually to ascertain consistency with regard to timing and function in general.
5. Periodically review all Board and Management policies for application to current practices and requirements.
6. Provide the Board with minutes of Rules and Regulations Committee meetings.

Guidelines for Function

The Rules and Regulations Committee is a Board committee with a representative of each year of Board membership. Two (2) of the members will be appointed annually in June by the Chairman of the Board. The committee will designate in January each year one member who will serve as chairman for the following year and will be a carryover member the next year.

The General Manager will serve as an ex-officio member of the Committee.

1.031.6 COMMUNICATIONS COMMITTEE [↑Top](#)

Objective

Assure that property owners are informed of:

1. POA policies, bylaws, official procedures and rules that affect the use and enjoyment of common properties.
2. Recreational, social and organizational activities well in advance of dates involved, including a

- general information contact number.
3. Other matters of common interest to the POA membership.

Committee Composition

1. Three POA Board members appointed by the Board Chairman, representing the three individual years of elections to ensure continuity.
2. The POA General Manager or designee.
3. The Editor of the Village Voice.
4. The website staff person.

Duties

1. Oversee publications of the Village Voice
2. Oversee the POA website
3. Utilize other means of communications such as town hall meetings, newspapers, television and brochures as deemed necessary to provide information to the membership on matters of interest or concern.

General

1. The committee will meet monthly.
2. A chairperson, vice-chairperson and secretary will be elected by the Committee at the first meeting each year after the Committee is formed.
3. The secretary will provide status reports of current projects and meeting minutes to the POA Board of Directors in a timely manner.
4. The Committee may utilize resource people from the POA staff, the membership or others as it deems appropriate.
5. The Committee will assure that an appropriate balance between advertising and topical copy is maintained.
6. The Committee may recommend to POA management changes to the advertising rate schedule for both the Village Voice website as it deems appropriate.

1.031.10 GUIDELINES FOR FUNCTION PLANNING COMMITTEE (Board Policy Committee) ↗

[Top](#)

I. PURPOSE

To identify and coordinate the planning activities necessary to ensure the continuing viability of the POA and Bella Vista Village.

II. ORGANIZATION AND APPOINTMENT

The Planning Committee is a Board committee with a representative of each year of Board membership appointed annually in June by the Chairman of the Board with the concurrence of the Board. The committee shall elect its own chairman. The General Manager shall be an ex-officio member of the committee. It is recommended that Joint Advisory committee members be called upon whenever appropriate.

Minutes of all meetings will be maintained as POA records and provided to other Board members on a monthly basis.

III. DUTIES

1. Identify future critical events or milestones that must be successfully managed to prevent a negative impact on the POA or Bella Vista Village.

2. Ensure that planning documents are safeguarded and updated as necessary.
3. Maintain a historical record of POA planning activities.
4. Be aware of the changing demographics and dynamics of the POA and Bella Vista Village and, therefore, recommend appropriate actions to be taken.
5. Seek out and recommend talented/qualified persons to assist in selected planning activities.

IV. MEETINGS

The committee shall meet monthly at a scheduled time and location or more frequently as required.

1.032 NOMINATION BY PETITION [↑Top](#)

OBJECTIVE

Provide guidance for POA Members and Associate Members wishing to have their names placed on the ballot for election to the POA Board of Directors.

1. Any Member or Associate Member who is in good standing may petition to have his/her name placed on the ballot for the election of members to the Board of Directors. The petition program is the only method to gain access to the Board of Directors ballot.
2. This program will be under the direct supervision of the Election Committee and the decision of the Committee will be final.
3. The petition states: 1) date of election, 2) minimum number of signatures required (50), and 3) dates the completed petitions must be returned. Completed petitions with a signed certification by the petitioner-candidate will be returned to the Corporate Secretary.
4. Petition signatures must be legible and are limited to one signature per lot or living unit. (The Election Committee's decision in this matter is final.)
5. The Election Committee shall cause to be checked by the Corporate Secretary, the petition signatures to ensure that petitions are valid.
6. The petitioner candidate shall certify that he/she understands all the requirements. Upon presentation of the completed petition, the petitioner candidate shall certify that the petition meets or exceeds these requirements.
7. Certified candidates for the Board, will be announced at the January Board meeting.

1.04 JOINT ADVISORY COMMITTEES [↑Top](#)

PURPOSE: To provide for the creation, functioning, and delineation of areas of responsibility for Joint Advisory Committees (JAC's) related to POA amenities appointed in accord with the bylaws, Article VIII, Section 10.

I. JOINT ADVISORY COMMITTEE (JAC) DUTIES

It is the duty of each committee to discuss, analyze and propose solutions for problems/opportunities within its area of concern and to make recommendations to the POA Administration and/or the POA Board of Directors. The Committees have no authority on their own. Matters for study may originate with the committee, a POA member, or be suggested by the

Administration, the POA Board, or the Liaisons. Issues for study that may be outside of a JAC's normal area of concern must first be approved by the Board and/or General Manager to ensure that there is a minimum of duplication of effort with other committees and/or the Administration.

The JAC's also serve as a sounding board for POA member's to express their concerns and suggestions, some of which may result in studies and recommendations.

II. MEMBERSHIP

1. The General Manager and the Chairman of the Board have the joint authority to appoint members to the JAC's (Bylaws Article VIII, Section 10).
2. Joint Advisory Committees shall be comprised of up to seven members.
3. Appointments to the Committees are to be made in December with terms to begin the following January 1st, with each term being three years. If a committee member cannot complete the three (3) year term of service it will be the Board Chairman and the General Manager's joint responsibility to appoint someone to serve the remainder of that three year term.

No employee of the POA may be selected to serve on a JAC that is in their area of employment.

4. Applications for appointment to the JAC's are to be delivered to the POA Corporate Secretary. Applications will be accepted from August 15th until October 31st. Applications will be forwarded to the General Manager's office to be accumulated in a file until the cut-off date.

The Chairman of the Board and the General Manager will jointly choose the applicants to be appointed. All applicants will be notified of the result of the process and the POA Board will be informed of appointee's names.

III. LIAISONS

1. The General Manager shall appoint a non-voting Management liaison member to each JAC. Said liaison member shall provide current information to the committee concerning his/her division and be available for advice on matters of administration, operation, and planning
2. The Chairman of the Board shall appoint non-voting liaison members from the POA Board to each JAC. Said liaison members shall provide current information concerning POA matters to the committee and be available for advice on matters of Board concern. They shall report to the Board concerning the work of the JAC.

IV. COMMITTEE OPERATIONS

1. Each committee will meet on a regular schedule on a monthly basis. Exceptions can be made if agreed by an individual committee by a majority vote. The Board Chairman, committee Chairman and/or the General Manager may call a special meeting as needed.
2. The Chairman, Vice-Chairman and Secretary of each committee shall be chosen by the committee at their first meeting in January.
3. In order for the Committee to conduct business, a quorum must be present at the meeting. A quorum is defined as a majority of appointed Committee members, excluding liaison members.
4. Each committee will provide the JAC members and the Corporate Secretary with minutes of each meeting in electronic format as soon as possible after the meeting. The minutes shall be posted on the POA website as soon as possible by the Corporate Secretary.

5. Each committee is to maintain a binder with minutes, studies, articles of important ideas, and suggestions that will be transferred from Chairman to Chairman each year.
6. In accord with P 1.01, all JAC meetings shall be open to all POA members.
7. The use of management manpower or other resources by a JAC may occur only with the prior approval of the General Manager and Board Chairman.
8. Each JAC shall provide an opportunity at each regular meeting for POA members to express their concerns or advance suggestions regarding the amenity.

V. ORIENTATION

1. The Chairman of the POA Board and the General Manager shall hold a meeting with the JAC chairmen as soon as possible after all are appointed for the upcoming year. The major purpose shall be to review desired and potential committee activities for the year.
2. Each new committee member will be encouraged to attend an orientation for new members jointly presented by the Chairman of the Board and the General Manager. This presentation will include a general overall orientation of the budget process, the purpose of the JAC's, and their members as a whole, etc. At their first meeting each individual JAC will have a discussion in more detail of what is currently happening in that committee (to get them up to speed), advise what has happened in the past (to eliminate going over the same issues every year), and what the expectations of the committee are for the coming year and their role.

VI. REMOVAL OF COMMITTEE MEMBERS

1. Cause for removal shall include but not be limited to the following actions of a committee member:
 - a. Unexcused absence from four (4) regular scheduled meetings within the appointive year.
 - b. Failure to go through organizational channels.
 - c. Conduct detrimental to the Committee and/or the POA.
2. Initiating action for removal of a committee member shall come from a majority vote of the committee, the General Manager, or the Board Chairman.
 - a. Committee Chairman, General Manager or Board Chairman shall prepare, in writing, a statement clearly identifying the offending action(s). A copy of the statement shall be provided to the Committee member in question.
 - b. Written rebuttal of such statement(s) may be offered to the General Manager and/or the Board Chairman by the member in question and/or other members of the committee.
 - c. In closed session, the General Manager, the POA Board as a whole, and the Committee Chairman if appropriate, shall consider the statement for cause. The member in question may be present at his/her discretion.
3. The Board may remove for cause any committee member by a two-thirds vote.

VII. COMMITTEE RESPONSIBILITIES

1. Golf Committee

The committee provides advice and recommendations regarding all facets of the golfing operations and facilities to the Board and/or the Administration. Each member is assigned a golf course for maintenance review on a monthly basis. Twice yearly the committee meets with the U.S.G.A. representative for a review of POA golf courses. The committee forwards any policy

recommendations to the POA Board for consideration after interface with the General Manager and Director of Golf.

2. Lakes Committee

The committee advises the Administration and/or the Board on matters pertaining to the recreational use of the lakes in Bella Vista. Responsibilities include observing and making recommendations concerning present and future use of the lakes. The committee also will review all aspects concerning the lakes up to the beaches, and any associated amenities such as ramps, docks, marinas, cleaning stations and seawalls.

3. Recreation Committee

The committee assists in developing, updating and making recommendations to the Board and Administration on all facets of the operation of recreational activities and amenities operated by the POA. This pertains to all recreation activities other than Golf and Lakes, but does include beaches and parks adjacent to the lakes. The committee observes maintenance conditions of facilities and evaluates the current facilities' needs. They also help plan for the future needs of the property owners in view of the changing demographics of the POA. Recommending activities to create an interest and participation in all phases of recreation is another area of this committee's responsibilities.

1.07 BOARD MEETINGS [↑Top](#)

It is the purpose of this policy to provide for the planning, conduct, and reporting the proceedings of the regular meetings of the Property Owner's Association Board of Directors.

I. BOARD MEETINGS

Board meetings are called in accord with the provisions of the Bylaws, Article VI, and POA policy 1.01. The Board will normally hold its regular meeting on the third Thursday of each month.

II. AGENDA

1. The agenda shall be formulated by a committee of three persons – the Board chairman, the vice Chairman, and the General Manager. The Board chairman will preside.
2. The agenda for a regular meeting will be formulated on a schedule that permits timely distribution of the agenda and supporting materials to the Board, and publicity to POA members. A draft agenda will be transmitted to Board members by e-mail at least one week prior to the regular Board meeting. The final agenda and a packet of supporting materials (required for each new agenda item requiring action, only new information for old business items) will be in the hands of Board members at least 48 hours in advance of the meeting. The agenda will be placed on the POA web site at the time the draft is distributed to Board members.
3. Any member of the Board may submit to the Chairman a matter to be considered for inclusion on the Board agenda. The committee shall have the authority to refer any submitted item to another committee for study, review, and recommendation, but any such item shall be considered for inclusion on the agenda for the following monthly meeting.
4. Any matter to be considered by the Board at its meeting must be on the agenda. Items may be added to the agenda at the beginning of the meeting if there is no objection. If there is objection the item will be included only upon the request of three members.

III. MINUTES

1. POA staff shall provide a first draft of the minutes to the Board chairman within four working

days of the meeting. The chairman shall direct revision of the draft as necessary. After revisions are incorporated, and no later than two weeks after the Board meeting, the POA staff shall distribute the minutes to all Board members.

2. The minutes shall be placed on the POA website at the same time as they are distributed to Board members.
3. A printed copy of the minutes shall be presented at the next Board meeting for approval by the Board. Changes to the minutes may be made by consensus, or by a vote of the Board if called for. The resulting minutes will be the official record of the meeting.
4. The minutes shall include the voting records of Board members.

IV. CONDUCT OF THE MEETING

1. Board meetings shall be conducted in accord with the Simplified version of Roberts Rules of Order (Bylaws, Article XIV).
2. Board members are encouraged to provide written copies of motions they intend to make.

V. OPEN FORUM

Time will be provided on the agenda early in each regularly scheduled Board meeting for the conduct of an Open Forum during which members of the Association may address the Board under the following conditions:

1. Each member normally may speak for a maximum of three minutes
2. Repetitive statements shall be discouraged to save time. A show of hands may be called for as an indication of support by others present.
3. No personal attacks will be permitted.
4. Questions are encouraged and should be answered by the Board or General Manager where possible. Failing an immediate answer a commitment should be made to provide an answer on follow-up. The answer also shall be reported at the next Board meeting.
5. Statements by members containing errors of fact should be corrected in a non-confrontational manner.
6. Statements of opinion should not be challenged by the Board, thereby avoiding open debate.
7. Members should be thanked for their interest and contribution.
8. The issues and concerns raised by members shall be noted in the minutes of the meeting.

1.10 BOARD OF DIRECTOR'S ETHICS [↑Top](#)

PURPOSE: This Code of Ethics is to establish the basis for conduct expected of POA members who have been selected to serve on the Association's Board of Directors, and thereby to act in behalf of all the members of the Association.

I. INTRODUCTION

The member's of the Bella Vista Property Owner's Association expect their elected Board of

Directors, individually and as a group, to exhibit a high standard of ethical conduct and personal integrity in the performance of the Association's business. Such conduct is essential to warrant members of the Association placing a high level of trust and confidence in the individual Board members and the Board as a group.

II. ETHICAL CONDUCT

a. Members of the Board of Directors serve in order to advance the best interests of the Association and all of its members. This includes making decisions that protect and enhance the property values of the members and promote the general welfare of the Village and its members. Board members must have an undivided allegiance to the mission of the Association.

b. In fulfilling this role it is essential, and expected, that Directors shall, both individually and corporately, exhibit the highest standards of ethical conduct. This includes loyalty to high moral standards and the interests of the Association ahead of private or personal interests or gain.

c. Board members are expected to be objective in evaluating personnel, programs, and policies of the Association.

d. Board members are expected to show due diligence in meeting their fiduciary responsibilities and protecting the assets of the Association.

e. Board members shall show respect for the views of others, both Board members, Association staff, and Association members. They should deal fairly and equally with members of the Association.

f. Board members shall ensure that they, both individually and corporately, act such as to follow the letter, spirit, and intent of all laws to which they and the Association are subject.

g. In dealing with external organizations and agencies, Board members shall act to protect the interests of the Association and its members.

h. Board members shall always act such as to bring credit to the Board and the Association and avoid behavior, or even the appearance of behavior, which brings discredit to their service on the Board or to the Board as a whole.

i. Board members should avoid any conflict of interest. If any exists it shall be declared openly to the Board in advance of any relevant decision-making.

j. Board members shall adhere to the requirements of confidentiality.

k. Board members shall be aware that they have no power or authority as individual members, but only when acting and speaking as part of the entire Board.

l. Board members shall act and speak in a manner which clearly indicates they have no special privileges or authorities due to service on the Board, but instead have assumed special responsibilities in serving on the Board.

III. STANDARDS OF CONDUCT

By following the ethical standards described above, members of the Board will exhibit standards of conduct that include those enumerated in detail in the Board Member's Manual, the maintenance of which is the responsibility of the Board Chairman.

IV. IMPLEMENTATION

- a. It is the policy of the Bella Vista Property Owner's Association that members of its Board of Directors shall abide by this policy covering ethical behavior in service as a Board member.
- b. Charges that any member(s) of the Board violated this policy must be presented in writing to the chairman of the Board. If the chairman is included in the charge the presentation shall be to the Vice Chairman of the Board.
- c. The Board shall consider such charges in an Executive Meeting called for that purpose. The Board may take any action it deems appropriate, up to and including removal from office as provided in the Bylaws, Article III, Section 5.
- d. The Board of Directors shall be the sole judge of whether this policy has been violated by any Board member.
- e. The disposition of the charges shall be announced by the Board at an open meeting.

2.01 REGULATION OF COMMON PROPERTY - LAKES [↑Top](#)

I. PURPOSE AND INTRODUCTION

To provide for the regulation and management of the Bella Vista lakes as multiple use lakes serving the diverse interests of POA members to include boating, fishing, swimming, and other approved water sports in compliance with federal, state, and local laws and regulations.

II. AUTHORITY

The authority for this policy is the Declaration, Protective Covenants, and Bylaws of Bella Vista Village. The Association also has the responsibility to comply with any additional laws or regulations imposed by state or federal agencies.

III. GENERAL REGULATIONS

All lake use regulations regarding boating, skiing, swimming, litter, and fishing are contained in the Bella Vista Fishing, Boating, and Water Regulations Booklet.

IV. SPECIFIC REGULATIONS

Any watercraft constructed to provide permanent sleeping facilities or constructed with a permanently enclosed kitchen for food preparation or with bath or toilet facilities is prohibited on Bella Vista Village lakes.

Use of seaplanes or personal watercraft (jet-skis, and/or water scooters) is prohibited on Bella Vista Village lakes.

V. NUTRIENT ADDITIONS

If nutrients are added to Bella Vista Village lakes, such nutrients must meet State and federal regulations for use on waterways.

VI. LAKE MAINTENANCE AND MANAGEMENT

The POA will maintain the lakes on an on-going basis. In so doing, the POA will rely on the experience, advice, and action of its Fisheries Biologist/Aquatic Ecologist.

VII. ENFORCEMENT

Bella Vista Village lakes will be staffed with both lake rangers and law enforcement personnel. The lake rangers are responsible for enforcing Bella Vista Village rules, regulations, and lake use policy. Local law enforcement is responsible for enforcing the Arkansas Game and Fish Commission regulations as well as the Arkansas Criminal Code. These two entities will work cooperatively while functioning within the above-described parameters.

2.02 FACILITY RESERVATIONS AND FEE POLICY [↑Top](#)

I. PURPOSE

To provide for the manner in which POA facilities are rented by members and their sponsored guests.

II. FACILITIES AVAILABLE FOR RENT

The following facilities are available for rent:

Lake Ann, Lake Avalon, Kingsdale, Metfield, Tanyard, Tiree, and London Landing Pavilions
Blowing Springs Park, Branchwood Swimming Pool, Kingsdale Swimming Pool, Riordan Hall

III. FACILITY RESERVATIONS

- A. Only a POA member or an official POA committee (refer to the Bylaws, Article VIII) may sponsor a function at a facility.
- B. Reservations require the sponsor to enter a facility rental agreement.
- C. Fees will be paid pursuant to the facility rental agreement.

IV. FEES FOR ORGANIZATION USE OF FACILITIES

It shall be the policy of the Property Owners Association (POA) that when organizations other than POA members use POA facilities, the event be sponsored by a member or a recognized committee of the POA and that a facility use fee be charged for the activity. Such fees will be established by Management subject to Board approval, be made generally known, and fairly applied. The Board delegates the authority to waive fees (see Bylaws, Article IV, Section 2C) for organization use of the POA facilities to the General Manager should he deem the intended use of the facility to be beneficial to the POA membership.

V. FACILITY RESERVATIONS AND PRIORITY

It shall be the policy of the POA to safeguard the rights of members by granting them, in general, priority over non-members in the use of facilities. The POA cannot guarantee that a member will, in every instance, be granted use before a non-member, and it is not the desire or policy of the POA Board of Directors (the Board) to do so. Instead, it is the intent of the Board to provide a coherent system of priorities based first on membership, second on availability in terms of time order of request for appropriate use and, finally, on economics. Regularly scheduled groups may be pre-empted by paying groups.

2.03 GOLF CART REGISTRATION [↑Top](#)

I. PURPOSE

To permit and control the use of privately owned golf carts on Bella Vista golf courses.

II. GOLF CART REGISTRATION

Registration with the Membership Services Office is required for all privately owned golf carts used on Bella Vista courses.

III. PAYMENT OF FEES

Golf cart registration fees are due annually. Such fees are non-refundable and non-transferable. If a property owner has registered a golf cart previously, the entire yearly fee must be paid regardless of date of registration. The fee is pro-rated on a quarterly basis only for first time registration.

IV. PER ROUND FEE IN LIEU OF REGISTRATION

Members with privately owned golf carts that do not wish to pay an annual registration fee may opt to pay a per round fee instead.

V. MANNER OF REGISTRATION OR RENEWAL

Registration or renewal may be done in person at the Membership Services Office, by mail, or electronically.

VI. REQUIREMENTS FOR REGISTRATION

In order to obtain golf cart registration, a property owner must:

- a) Be a Member in Good Standing;
- b) Hold a Current Photo I.D. Card.

2.04 BOAT REGISTRATION AND MOORING LEASE AGREEMENT [Top](#)

I. PURPOSE

To describe the requirements to operate a privately owned boat on Bella Vista lakes and/or store same in a POA owned slip.

II. BOAT REGISTRATION

Registration with the Membership Services Office is required for all boats used on Bella Vista POA Lakes. Boats to be registered and appropriate fees are listed on the current POA Schedule of Fees. Registration provides evidence of permission for the boat to be on the lake and serves as an aid in identifying and recovering lost or stolen property.

A. Payment of Fees

If a property owner has registered a boat in the previous year, the entire annual fee (and any Late Penalty Fees) must be paid regardless of date of registration. The fee is prorated quarterly for first time registrations only.

B. Late Penalty Fee

Any boat operated on any Bella Vista POA Lake that does not have a current year registration sticker after March 31st each year will be assessed a Late Penalty Fee for boat registration. Lake Rangers and other authorized POA personnel will provide the Membership Services Department

with a list of violators. The Late Penalty Fee is to be collected by the Membership Services Department at the time of boat registration.

C. Requirements for Registration

1. In order to obtain annual or temporary boat registration, a property owner must:
 - a) Present a Current State Registration Certificate;
 - b) Be a Member in Good Standing;
 - c) Present a Current Photo I.D Card;
 - d) Show proof of ownership or provide a signed and notarized Boat Lease Agreement.
- e) Sign an agreement to abide by the POA's rules and regulations as well as state and federal law when registering any boat.
2. In order for a guest to obtain temporary boat permits, the following conditions must be met:
 - a) Present a Current State Registration Certificate;
 - b) Present a Current guest card;
 - c) The member sponsoring the guest must be a Member in Good Standing.
- d) Sign an agreement to abide by the POA's rules and regulations as well as state and federal law.

D. Manner of Registration or Renewal

Registration or renewal may be done in person or by mail.

III. MOORING AND LEASE AGREEMENT

A. Term

All mooring and lease agreements are for an annual period (January 1 through December 31).

B. Fees

All lease fees as provided by the POA schedule of fees for marina slips, shoreline mooring, and rack storage are due no later than March 31st of each year. If lease fees are not received by March 31, the lease is terminated in accordance with the lease agreement.

C. Penalties

Lease fees not received by the due date will be assessed penalties.

A copy of this policy and a copy of the "Bella Vista Fishing Boating and Water Sports" regulations will be given with each boat registration and/or mooring lease agreement.

3.01 PENALIZING A MEMBER [↑ Top](#)

I. PURPOSE

To provide for the enforcement of POA Rules and Regulations.

II. IN GENERAL

It shall be the policy of the Bella Vista Village Property Owners Association that, prior to suspension of the enjoyment of the rights of any member, otherwise known as membership privileges, for any infringement of its rules and regulations and violations of the Declaration and

Protective Covenants, the Board will allow the member the right of appeal to the Board and the member shall be notified in writing of such right of appeal. Article VIII, Section 3(E) of the Declaration & Protective Covenants, Article IV, Section 2(E) of the Bylaws.

Examples of circumstances that can lead to the suspension of membership privileges include, but are not limited to:

1. The member's assessment payment is ninety days past due on any lot owned, or
2. The member owns property which has been determined by the Architectural Control Committee (ACC) to be in violation of the Declaration and Protective Covenants or the POA Rules and Regulations and Policies, or
3. The member is delinquent for any payments due to the POA.
4. The member violates POA rules, regulations, and/or policies.

III. GUIDELINES FOR SUSPENSION OF MEMBERSHIP PRIVILEGES

1. The General Manager shall inform the member of the rule infringement charge, the action taken,
and the right of the member to appeal the decision to the Board.
2. The member shall have five (5) days after receiving notice of the charges to respond to the charges in writing or to request an appeal before the Board. If no appeal is made, the decision of the General Manager shall be final.
3. If the member requests an appeal before the Board, the Board shall set a hearing during executive session of the next regular Board Meeting. During executive session, the Board shall, unless the Board requests additional information regarding the incident, make its ruling as to what punishments, if any, will be given to the member, and inform the member in writing of said punishment, including a letter of reprimand or suspension of membership privileges up to a maximum of 30 days.
4. The General Manager shall maintain a file of all such infringements and letters of final decision.

IV. GUEST OR DEPENDENT ACTIONS ARE SPONSOR'S RESPONSIBILITY

Guest actions and dependant actions' are the responsibility of the member sponsor. Penalties will be against the member to the same extent as if the member had committed the violation.

V. TENANT ACTIONS ARE THE LANDLORD'S RESPONSIBILITY

Tenant actions' are the responsibility of the respective landlord member. Penalties will be against the member to the same extent as if the member had committed the violation.

3.01.1 APPEAL PROCEDURE [↑ Top](#)

I. PURPOSE

To describe the procedure to be used by the Board on those occasions when a POA member

appeals to the Board a suspension of Member Privileges in accord with policy 3.01.

II. PROCESS

1. The Board will set a hearing date and time during an executive session at which a quorum of Board members must be present.
2. The General Manager shall notify the appellant (person that is appealing the decision) of the date, time, and location of the hearing.
3. The appellant shall provide a basis for his/her appeal/objection in writing to the Board at least 10 days before the hearing date. If written documentation is not received, as required, the appeal is deemed dismissed and a final affirmative decision is handed down in favor of the POA.
4. The General Manager shall provide written documentation to the Board in support of his decision at least 5 days prior to the hearing date.
5. Each party will be provided a copy of all documentation provided by the opposing party upon receipt by the Board.
6. Neither party is allowed to contact the opposing party's potential witnesses at any time, in any matter, or for any reason.
7. If the appellant cannot attend the scheduled hearing, then the hearing will be conducted based upon the written correspondence on the date scheduled.
8. The Corporate Secretary shall record the proceeding and issue minutes to the board after transcription.

III. CONDUCT OF HEARING

1. The hearing and decision-making shall be conducted in executive session. The chairman of the Board shall preside and may vote regarding the decision. A quorum must be present.
2. At the hearing, each side will be given 30 minutes (including rebuttal time) to present its case.
 3. Each side can present up to three speakers.
 4. The appellant presents first, followed by the Administration.
5. No cross examination of witnesses is allowed by the other party, and the regular courtroom rules of evidence and procedure do not apply to this proceeding.
6. At the end of the presentations, the appellant may use whatever time is remaining, of their 30 minutes, to rebut the POA.
7. Following that, the POA may use whatever time is remaining, of their 30 minutes, to rebut the appellant.
8. Following the presentations and rebuttals, the Board is free to ask questions of both parties.
 9. Both parties shall limit their replies to just answering the questions.

IV. DECISION

1. After the question and answer period, both parties shall be informed that a written decision will be issued, normally within 10 calendar days.
2. Both parties will be excused and the Board will discuss the appeal during a continuation of the executive session.
3. A majority vote of those Board members present for the appeal is required to accept or deny an appeal.
4. The recording secretary will record the decision of the Board, the reasons for the decision, any corrective actions that need to be taken, etc.
5. The Board decision is final and binding on all concerned. It shall be communicated to the appellant and administration in writing by the Board chairman.

V. OTHER

The appealing party may, in writing, waive the right to an in-person hearing as described above. In that event, the Board will consider the appeal based only on the written documentation, and will render its decision as outlined above.

3.02 IDENTIFICATION CARDS [↑Top](#)

I. PURPOSE

To describe how various forms of member identification may be obtained and the benefits of each.

II. PAPER MEMBERSHIP CARD

A. How Issued

Members receive a paper membership card annually. Provided the member's account is in good standing, paper membership cards may also be issued at the Membership Services Office during business hours.

B. Benefits

A paper membership card guarantees the use of the amenities at the guest rate.

C. Multiple Lot Owners

An agreement may be reached with multiple lots owners to receive less than a membership card for each lot.

III. PHOTO I.D. CARD

A. How Issued

Members may purchase a Photo I.D. card at the Membership Services Office during regular business hours. The member must provide proof of ownership at the time of purchase. Members with active Photo I.D. cards may renew by mail or internet provided they are in good standing.

B. Benefits

A Photo I.D. card guarantees the use of the amenities at the membership rate.

IV. TEMPORARY PERMIT

A. How Issued

Temporary permits may be obtained, for the appropriate charge, after regular business hours on weekdays and some weekend hours at Riordan Hall, the Country Club Pro Shop, Metfield, Branchwood, Scotsdale Pro Shop, Kingsdale Pro Shop, Tanyard Creek Pro Shop, and Highlands Pro Shop.

B. Duration

Temporary permits obtained during evening and weekend hours are valid for three business days but must be exchanged for a Photo I.D. Card at the Membership Services Office, or by mail, in accordance with instructions issued with the Permit. A late fee (see current fee schedule) will be charged for Temporary Permits not exchanged in person or mailed for exchange within the three business days.

C. Benefits

A temporary permit, like a Photo I.D. card, guarantees the member use of the amenities at

membership rates.

V. 30 DAY IDENTIFICATION CARDS

A. How Issued

Members may obtain a 30 Day Identification Card at the Membership Services Office during regular office hours. After regular business hours on weekdays and some weekend hours, the Card may be purchased at Riordan Hall, The Country Club Pro Shop, Metfield, Branchwood, Scotsdale Pro Shop, Kingdale Pro Shop, Tanyard Creek Driving Range/Pro Shop, and Highlands Pro Shop.

B. Benefits

A 30 Day Identification Card guarantees the use of the amenities at the membership rate so long as such amenities are not based on annual registration. Examples of amenities with annual registration requirements include, but are not limited to, the following: Boats; Marina Slip, Mooring Slot, or Rack Leases; RV storage; Golf Cart Trail Fees or Leases; Branchwood or Riordan Passes; or Outdoor Swimming Season Passes.

Monthly or 30-day registrations must end no later than the expiration of the 30-Day Identification Card. Examples of amenities with monthly registrations include, but are not limited to, the following: temporary boat permit; marina boat slip rental; RV pad rental; 30-Day Branchwood and Riordan Passes; and 30-Day Outdoor Swimming Passes.

VI. RECIPROCAL IDENTIFICATION

A member from a sister Cooper Community Development may enjoy the use of POA amenities at a reduced rate provided he/she can provide either a paper membership card along with an additional form of photo identification or a photo membership card to staff at Membership Services, one of the pro shops, or the marina.

3.03 GUEST POLICIES [↑Top](#)

PURPOSE: To define through a Board Policy the conditions under which those persons other than members of the Property Owner's Association may be allowed access to fee-based POA amenities.

I. Guests

1. A guest is a person who is not a member or associate member of the POA and who desires to have access to the fee-based POA amenities on a temporary basis.
 2. There shall be only four categories of guests permitted to have access to the fee-based amenities:
 - a. Those who are "Regular guests" of an individual member or associate member of the POA.
 - b. Those who qualify as "Reciprocal guests" by virtue of being a member of one of the other Cooper Communities, Inc. (CCI) developments covered by an agreement between the POA and CCI.
 - c. Those who are "Participant guests" by virtue of being invited/permitted to participate in a specific POA-sponsored or POA-sanctioned event at a specific facility. Such events must have the formal approval of the POA, normally through a contract signed by management. Examples

are golf tournaments, fishing tournaments, tennis tournaments, gun tournaments, etc. which often include participants who are not POA members.

d. Those who are "Renter Guests" by virtue of a written request from the property owner, and which verifies that the property will be occupied by the renter for 90 days or more, which request can be withdrawn by the property owner at any time. Such Renter Guests (and their resident family members) may have access to POA amenities upon presentation of a "Renter Guest" photo-ID card, valid until the termination date of the rental agreement or lease, obtainable from Member services. Renter guests will not have access to annual fee programs but will pay "Member Accompanied Guest" fees, or guest fees, whichever is less for each amenity.

3.06 MEMBERSHIP CARDS [↑Top](#)

In order to enjoy membership privileges, an owner of Bella Vista property shall establish membership rights and obtain a membership card by presenting, at the POA General Office, a copy of a recorded deed in that owner's name or contract for purchase made with that owner. All membership cards shall be issued in the name as it appears on the above-named legal documents.

1. Guidelines

Only two membership cards will be issued per Bella Vista property. In the event of a property owner owning more than one lot or living unit, only one set of membership cards will be issued.

The spouse of a sole property owner will be issued a membership card upon completion of a signed request, which will remain in effect until notification is received from property owner.

2. Corporate Owned

Membership cards for company- or corporate-owned property will be issued each year to that entity's named designee and spouse with dependent card privileges, or to two people not married with no dependent card privileges. The designee must be an employee of the company or corporation. The designated member L/ may be changed once during the year. All cards of the previous designated member must be surrendered.

Copy of certification of incorporation, or company equivalent, required along with form designating those to enjoy the rights of enjoyment of the common properties. "Company" is defined as an association of individuals formed for a specific purpose.

3. Unrelated Property Owners

Individual memberships cards will be issued in separate names where legally designated property owners are NOT husband and wife but reside in the same household. However, only two member cards will be issued. (See above.)

4. Dependent Cards

The application of all dependent and sole owner spouse cards must be completely filled out and signed, including the necessary documentation (age, residence, support, etc.) prior to dependent card issuance. It is necessary to request those cards each year. Guests may accompany a property owner or dependent holding a valid membership card. Guest cards cannot be issued from a dependent card holder.

5. Replacement Membership Cards

A fee shall be levied to cover clerical, administrative and supply costs on requests for temporary or replacement membership cards. Misleading or false verification of age, residency or support requirements are cause for loss or suspension of membership privileges as determined by Management and requires approval of the POA Board of Directors.

6. Delegation of Membership Privileges to Land Contract Purchaser

The purpose of this section is to provide an opportunity for a seller using land contract to delegate the amenity usage of the property to the purchaser. Before membership cards can be issued to a land contract purchaser, the owner of record must complete and sign a POA form thereby delegating the membership amenity rights of the property to said purchaser. Membership cards for individuals purchasing a lot on contract will be issued each year to the individual(s) purchasing the lot. The membership privilege may be changed once during a twelve-month period. All cards of the previous purchaser must be surrendered. All other policies apply as to who can receive cards and how many cards are allowed per lot.

3.08 PARKING OF VEHICLES [↑Top](#)

I. PURPOSE

To provide for the aesthetic appeal of Bella Vista Village by describing the regulations that shall apply to the parking or storage of vehicles and property on POA Property.

Parking on non-POA properties, including residential properties and streets, is regulated by an ordinance of the City of Bella Vista.

II. PARKING

1. There shall be no overnight parking on POA property other than as provided in section 2 below.
2. In order to provide parking for guests of property owners, where sufficient area is not available at their home, the following regulations shall apply:
 - a. Overnight parking for unoccupied cars, pickups, RVs, and SUVs may be allowed at POA owned parking facilities only with available space and a permit.
 - b. Free parking permits, for guests may be obtained through the Membership Services Office. This permit will have an expiration date, not to exceed seven days from date of issue, and must be visible at all times. These permits are for unoccupied vehicles only. Failure to comply with these regulations for an overnight parking permit will be strictly enforced by towing of vehicle at owner's expense.
 - c. A limited number of parking permits per year will be issued to POA members. The Parking Permit program will be reviewed periodically to make any necessary adjustments.
3. The parking of semi tractors and trailers on POA property is normally prohibited. A permit may be issued by the sponsoring Division for such parking at POA-sanctioned events/activities for a limited period.

4.01 CROSS-CONNECTION CONTROL POLICY [↑Top](#)

I. PURPOSE

To implement a policy to comply with State of Arkansas requirements to promote cross connection control which will provide for the protection of the public potable water supply, to isolate at the service connection any actual or potential pollution or contamination within the consumer's premises and to provide a continuous, systematic and effective program of cross-connection control.

II. AUTHORITY

In compliance with the State of Arkansas Rules and Regulations Pertaining to Public Water Systems,

Section VII.E, the Bella Vista Water Department finds it necessary for the health, safety and welfare of the people served by the Bella Vista Village Property Owners Association to adopt cross-connection control standards which establish the requirements for the design, construction and maintenance of connection to the public water supply. These standards are supplemental to and do not supersede or modify the Arkansas State Plumbing Code (ASPC) and its latest revisions under which the Bella Vista Water Department operates. This policy pertains to commercial and industrial establishments as well as certain residential units (such as those involved in commercial operations, or having sprinkler systems, or having in-ground swimming pools, etc.).

III. CRITERIA

The Bella Vista Water Department's Cross-Connection Control Program: Standard Operating Procedure (SOP) is hereby incorporated into this policy by reference. It is the primary responsibility of the water purveyor and/or Bella Vista Water Department to evaluate the hazards inherent in supplying a consumer's water system. When a hazard or potential hazard to the public water system is found on the consumer's premise, the consumer shall be required to install an approved backflow prevention assembly (BFP), or an air gap, at each public water service connection to the premise in accordance with the Bella Vista Water Department requirements. The type of BFP shall depend on the degree of hazard involved, which shall be described in the SOP.

IV. NON-COMPLIANCE – SERVICE TO BE DISCONTINUED

Bella Vista Water Department shall provide the consumer written notice of any violation of this policy. If the violation(s) are not corrected as required in the notice, the water supply will be refused or discontinued. In emergency situations when the public potable water supply is being contaminated or is in immediate danger of contamination the water service shall be discontinued by the water purveyor without written notice.

V. CONSENT TO ENTER

In the course of meeting its responsibilities and obligations under the regulations of the State Health Department and under this policy, the Bella Vista Water Department shall have the right to inspect the water connections of any water consumer. Each consumer, as a condition of the continued delivery to his/her premises of water from the Bella Vista Water Department, shall be considered as having stated his/her consent to the entry upon his/her premise by the water purveyor and/or superintendent, the State Health Department, and/or the plumbing inspector for the purposes stated herein.

4.02 EXTERIOR MAINTENANCE POLICY [↑Top](#)

I. PURPOSE

To describe the process by which exterior maintenance is performed and charged when the property owner fails to do so.

II. AUTHORITY

Article XIII of the Declaration and Protective Covenants authorizes the POA, in its discretion, to provide exterior maintenance for any buildings or grounds not properly kept by the owner of the lot or living unit. The cost of clean up may be assessed against the lot or living unit and be charged as part of the annual assessment. The cost can be collected by foreclosure of the continuing lien against the property.

The goal of the ACC and the POA is to identify problem properties without proper exterior maintenance and to have the property cleaned. This goal shall be achieved by following a procedure of identifying problem properties, making contact with the property owner to notify them of the violation of the Declaration and Protective Covenants, to require the owner to clean up the property at his own cost, and failing that effort, cleaning the property by the POA and adding the cost of cleaning to the annual assessment. The POA delegates to the ACC the authority to enforce this policy.

III. DEFINITIONS

For the purposes of this policy, the following words and phrases shall have the meaning indicated:

1. "Building and grounds" shall mean any improvements or grounds on any Lot or Living Unit and shall include Common Property areas adjoining lots such as lake front areas between a lot and the water's edge, seawalls, boat docks, slips and boat houses or such other parcels of Common Property which have been permitted to be used by the owner of an adjoining Lot or Living Unit.
2. "Exterior maintenance" includes paint, repair, replace, and care for roof, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements for building and grounds. In instances where normal exterior maintenance of buildings or improvements is not economically feasible, exterior maintenance may include demolition of the building or improvement.
3. "Lot or Living Unit" shall be defined as set forth in the Declaration and shall include buildings and grounds and appurtenances thereto for the purposes of this policy.

IV. PROCEDURE

The procedure shall be as follows:

- A. The ACC shall identify lots not maintained properly. Identification of problem lots shall be by complaints to the ACC office or discovered during routine ACC inspections.
- B. The ACC staff shall investigate and shall determine if there is a violation and the extent of the violation.
- C. If a violation is found, the ACC shall identify the owner of the lot and shall notify the owner of the alleged violation in writing, and inform that the violation must be corrected within a period of time to be determined by the ACC.
- D. If the violation is not cured within the time period allowed by the ACC notice, the ACC shall refer the matter to POA.
- E. The General Manager shall, upon notice by the ACC, suspend membership privileges and make arrangements for an independent contractor to perform the work necessary to provide for the proper exterior maintenance of the property.
- F. The POA shall give notice to the owner that the authority under Article XIII has been exercised and that the owner is obligated to pay to the POA the cost of the exterior maintenance. The cost of maintenance shall be included in the assessment to determine if there is a delinquency in payment of assessments, and shall serve as a continuing lien on the property pursuant to Article XIII.

6.02 OFFICIAL POA PUBLICATION AND RELEASE OF INFORMATION [Top](#)

1. The Board shall be responsible for all official POA publications. The Bella Vista Village Voice may be designated as an official medium for legal notices when so required.
2. The POA web site, bellavistapoa.com will be utilized to inform members of newsworthy POA business and other matters; e.g., Board meeting agenda and minutes, POA policies, budgets, and monthly financial information. Management will be responsible for keeping information on the web site current.

3. The Chairman of the Board or the General Manager, or their official designee, shall be the only ones to issue press releases about POA activities.
4. Correspondence or emails received by all Board members should be coordinated with the Board Chairman so only one reply is given. The Chairman or his designee will make the reply.
5. Correspondence or emails received by individual Board members should be handled by them with the following understanding:
 - a. Responses are clearly identified as being a personal opinion and not necessarily that of the Board. If the Board has taken a position, the individual Board member should also provide that information (particularly if it differs from their own point of view).
 - b. If the correspondence or email deals with administrative matters, the Board member should forward it to the General Manager for a response. The Board member should receive a copy of the GM response.
6. Financial Statements, Minutes, reports and other major documents will also be placed at the Bella Vista library.
7. POA documents will be available to members in accord with POA policy 1.01 (Member Access to POA Information).

7.03 THE BUDGET [↑Top](#)

Each year the General Manager, the Treasurer and the Board shall establish guidelines to be used in budget preparation. The General Manager, by not later than November 1, shall submit to the Board of Directors a proposed budget. Budgets shall be based on Simple Cash Flow (SCF).

Total proposed expenditures shall not exceed the sum of total anticipated revenues and carry-over balances from previous years in the General Manager's proposed budget.

The Board shall determine and announce the place and time of the budget workshops for Board budget review.

The budget shall be finally adopted not later than the regularly scheduled December meeting of the Board. Should the Board take no final action on or prior to its regularly scheduled monthly meeting in December, the budget as submitted by the General Manager shall be deemed to have been finally adopted by the Board. The Board may amend the budget at its discretion during the fiscal year.

Should circumstances warrant a delay in the submission and/or final adoption of the annual budget, the Board, by two thirds vote of those Directors present, may approve such delay.

The General Manager shall strictly enforce the provisions of the budget as specified in the Board action adopting the budget. He shall not authorize or approve any expenditure unless there are monies available in the total divisional budget. No officer or employee of the Property Owners Association shall place any orders or make any purchase except for the purposes authorized in the budget.

Management shall maintain a Budget Manual, which outlines procedures, forms, calendar of events, etc., in order to effectively implement this policy and develop an annual budget for approval by the Board.

7.04 MANAGEMENT INVESTMENT POLICY [↑Top](#)

It shall be the policy of the Bella Vista Village Property Owners Association to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the organization.

1. IMPLEMENTATION

In order to implement this policy, Management will:

- a. Establish prudent investment procedures;
- b. Assure that investment assets are adequately safeguarded;
- c. Assure that adequate accounts and records are maintained which reflect investment position and results;
- d. Establish a reporting standard; and
- e. Assure that a system of good internal controls is maintained.

2. SCOPE

These policies provide investment guidelines for all funds invested by the Bella Vista Property Owners Association to ensure compliance with the Declaration and Protective Covenants, and the Bylaws, and State and Federal law.

3. PRUDENCE

Investments shall be made with judgment and care--under circumstances then prevailing--which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Employees acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the Bella Vista Village POA investment activities shall be:
safety, liquidity, and return on investment.

a. Safety

Safety of principal is the foremost objective of the investment program. Investments of the POA shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

b. Liquidity

The POA's investment portfolio will remain sufficiently liquid to enable the POA to meet all operating requirements which might be reasonably anticipated.

c. Return on Investment

The POA's investment portfolio shall be designed with the objective of obtaining a market rate of return, taking into account the POA's investment risk constraints and the cash flow characteristics of the portfolio.

5. DELEGATION OF AUTHORITY

a. Board of Directors

It shall be the Board of Directors' responsibility to establish an overall investment philosophy by policy and to approve the management policy which implements the Board policy.

b. General Manager

The General Manager shall require the Director of Finance and Administration to prepare monthly investment reports, to investigate any policy violations noted, and to keep the General Manager appropriately informed of investment activity and results.

c. Director of Finance & Administration

The Director of Finance & Administration shall invest the funds of the POA in compliance with the POA's investment policy. The Director of Finance & Administration shall prepare a monthly investment report which details the current investment position, monthly investment activity and investment results.

Additionally, the Director of Finance & Administration shall consider cash-flow requirements to assist in the development of long and short-term investment strategies.

The Director of Finance & Administration shall establish internal controls, including safekeeping procedures, to protect the assets of the POA. External auditors are expected to review the internal control procedures at least annually.

The Director of Finance & Administration shall recommend a financial institution designated as the main POA depository for the Board of Directors approval. The Director of Finance & Administration shall review this recommendation annually with recommended changes as appropriate. Funds deposited in the main POA designated depository for current operations such as Operating Account, Payroll Account, Health and Insurance Accounts, etc. may exceed the FDIC insured limits.

6. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees involved in the investment process shall disclose to the General Manager any material financial interests in financial institutions that conduct business with the POA, and shall subordinate their personal investment transactions to those of the POA, particularly with regard to the time of purchases and sales.

7. AUTHORIZED AND SUITABLE INVESTMENTS

The POA shall invest its funds in the following approved investments:

a. Interest Bearing Time Deposits or Savings Accounts in Commercial Banks or in Savings and Loan Associations that are FDIC insured.

b. Certificates of Deposit (CD's) in Commercial Banks and Savings and Loan Associations. Certificates of Deposits shall be limited to federally insured commercial banks and savings and loan institutions and purchases will not be in amounts greater than \$100,000 at each location.

The maximum amount of funds invested at each depository shall not exceed the limit of insurance provided by the Federal Deposit Insurance Corporation (FDIC).

c. Deposit Notes

d. Direct and Indirect U.S. Government Securities

e. Repurchase Sweep Agreements in commercial banks secured by U.S. Government Securities owned by the bank. A Master Repurchase Agreement must be signed with the bank.

8. LIQUIDATION

Liquidations shall be made to meet anticipated cash requirements or to redeploy cash into other instruments expected to outperform present investments or to otherwise adjust the POA's portfolio.

9. COMPETITION

The Director of Finance & Administration shall install procedures to ensure that rates received are competitive in the money market.

10. MAXIMUM MATURITIES

To the extent possible, the POA will attempt to match investments with anticipated cash requirements. Unless matched to a specific cash flow, the POA will not directly invest in securities maturing more than two years from date of purchase.

Reserve funds may be invested in securities exceeding two years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

11. REPORTING

The Director of Finance & Administration shall prepare a monthly report on the results of the investment activity. This report shall include the status of the current portfolio position, the trading activity, and the interest earnings. Additionally, any material changes in investment procedures and/or portfolio shall be disclosed.

7.05 ASSESSMENTS, FEES AND OTHER REVENUES [↑Top](#)

1. Assessments will be collected and used in accord with the Declarations.
2. Sales revenues and fees should be established annually to support the operating expenses for amenity uses. The costs of water services will be covered by water service rates and fees.
3. Fees should express fairness to all property owners and should be addressed with simplicity and stability with lowest possible cost. It is the responsibility of management to propose an annual fee schedule prior to budget workshops. Fees may not be waived except by action of the Board or the General Manager.
4. All fees require the prior approval of the Board of Directors. Fees may be changed by the Board at any time.
5. The Board may establish fees for approved uses of common properties.

8.01 INDEMNIFICATION OF DIRECTORS AND OFFICERS FOR DEDUCTIBLES [↑Top](#)

RESOLVED, that the Bella Vista Village Property Owners Association assume the responsibility for payment of any and all deductible (retention) amounts which may be payable under its

corporation reimbursement and Directors' and Officers' liability insurance policy, and also responsibility for any self-insured participation limit.

Indemnification of Directors and Officers for Expenses of Legal Action

BE IT RESOLVED, that the Bella Vista Village Property Owners Association shall indemnify any and all Directors and Officers of the Bella Vista Village Property Owners Association against expenses (including attorney's fees) judgments, fines and amounts paid in settlement and any and all other claims and expenses actually and reasonable incurred by the Director or Officer as long as said expense is made in connection with or arising out of any action threatened, pending or completed, suit or proceeding whether civil, criminal, administrative or investigative (other than in action by or in the right of the Bella Vista Village Property Owners Association) or in any way arising out of actions taken on behalf of the Director or Officer acting in good faith and in a manner reasonable to be in or not opposed to the best interest of the Bella Vista Village Property Owners Association and in conjunction with, or arising out of, the business of, scope of enjoyment of, and actions of said Director or Officer in the performance of his or her duty to the corporation.

Indemnification provided for herein shall be applicable only as to actions taken, acts done, or failure to perform acts which are within the scope and authority and capability of the Director or Officer with the Bella Vista Village Property Owners Association.

8.02 GIFTS [↑Top](#)

It shall be the policy of the Property Owners Association to provide opportunity for appropriate gifts and donations to be received in the name of the Property Owners Association.

Guidelines for Gifts and Donations

The giving of gifts, money, or other items of value, can be as satisfying to the giver as it can be to the recipient. There are, however, times and circumstances when accepting a gift can carry obligations not immediately recognized.

The responsibility of the General Manager is to be certain that gifts and donations are not accepted for specific uses when these uses may result in future POA expenditures not planned or scheduled. The General Manager will review the Policy and Guidelines for Gifts and Donations with all donors.

1. The POA encourages gifts and donations which will be used for the benefit of POA members.
2. Gifts and donations may be designated as supplemental resources for implementing presently scheduled facilities or activities. En the event this action is not practical or is untimely, the gifts and donations may be regulated to the general fund.
3. Non-monetary gifts which require present or future non-scheduled expense will require a planned method through which these expenditures will be funded.
4. Gifts or donations for non-planned facilities or activities may be relegated to the general fund.
5. Prospective donors must sign a copy of this policy to indicate that it has been explained to them. The signed copy will be kept on file should there be a donation.
6. The Board will be advised of any action by the General Manager.

8.030 PROCESS AND DOCUMENTATION REQUIRED TO SUPPORT A REQUEST FOR THE USE OF COMMON PROPERTY AS A RESULT OF A SEPTIC SYSTEM LEACH FIELD FAILURE [↑Top](#)

Common properties are those properties reserved and intended to be devoted to the common use and enjoyment of all property owners. Therefore, the granting of the exclusive use of common property for the benefit of a single or limited number of property owners is a significant event.

The decision to license use of common property is reserved to the Board of Directors of the POA whose decision is final.

This policy in no way affects the ACC's authority and responsibility for managing the building permit and inspection process.

Property owners and/or builders are reminded that the decision to install a septic system in ground of questionable soil morphology or on a lot too small for the home may cause serious and expensive consequences. In all cases the responsibility for any problems remains with the property owner and/or the builder. The property owner and/or builder is required to follow the attached process and documentation plan to support a request of assistance involving Common Property.

All requests for use of common property will be addressed to the POA Water Department who will receive all documents, and verify all necessary information before the Administration makes a recommendation to the POA Board of Directors. An application form will be provided by the POA along with documentation requirements.

The information and recommendation will be given to the POA Board of Directors at the first available Working Session after all the information has been gathered and verified by the Administration. The Board of Directors will take appropriate action at the following Board of Directors Meeting.

A fee may be charged for licensing the use of common property.

8.031 USE OF COMMON PROPERTY [↑Top](#)

Purpose

The purpose of this policy is to provide for POA membership control of the use of Association Common Property and to promote the aesthetic values of Bella Vista Village.

Section 1. The Board reserves the right to approve or disapprove any installation, activity on, or use of Common Property. Disturbing or damaging any Common Property by unauthorized persons is prohibited. Such approval shall require the execution of a license or right of entry permit.

Section 2. Solicitation on or use of Common Property for commercial or other private enterprises is prohibited without Board approval and written permission by the General Manager.

Exceptions are short-term booth rentals for fairs, etc., which must be scheduled with the building managers. See B/P 7.052 which provides the use fees.

8.032 DOCKS AND/OR BOATHOUSES POLICY [↑Top](#)

Purpose

The purpose of this policy is to clarify the rights, obligations, and authority of adjacent private property owners, the ACC, and the POA as it concerns POA Common Property (shoreline and lakebed).

General

1. Common Property belongs to all of the members of the POA and normally may not be used exclusively for private purposes (P 8.031). The use of Common Property along the shoreline and/or in the lakebed for private purposes may be approved by the POA as the owner of the property. Permission to use such Common Property for construction and use of a dock and/or boathouse may be granted by the POA.
2. The owners of existing docks and/or boathouses shall be grandfathered in accord with the intent of predecessor policy 3.06M that was never implemented, granting them continuing permission to use the Common Property on which such approved facilities are located.
3. Design and construction of docks and/or boathouses are subject to the specifications and approval of the ACC (Declarations XII, Covenants Paragraph 9). A permit to construct must be obtained from the ACC prior to commencing construction.
4. The owner(s) of the dock and/or boathouse shall have the right of passage of their rights to successive owners.
5. In permitting the use of Common Property for constructing a dock and/or boathouse the POA does not relinquish title to such Common Property.
6. The POA shall assign on its maps a dock number to each lake lot that has or could have a dock and/or boathouse constructed on it. This number will serve as a permanent method of identification for all docks and/or boathouses existing or actually/potentially being constructed. Upon approval of the completed dock and/or boathouse via final inspection by the ACC, the POA will issue an ID number sign that must be displayed on the lakeside of the dock and/or boathouse.

Maintenance

1. It is the responsibility of the owner to maintain the dock and/or boathouse (see 4.02M).
2. Periodically, the POA will conduct inspections from the water of docks and boathouses. Inspections will be conducted by a Lakes Inspection Team of no more than five persons appointed by the General Manager and comprised of representatives from the Lakes JAC, POA management, and POA membership. Any determination of unsatisfactory maintenance shall require the unanimous agreement of the Lakes Inspection Team, and will include a written report and photographic evidence that shall be submitted to POA management for action.
3. If repairs are required, the property owner will be informed in writing by the POA with a copy to the ACC.
 - a. Approval of a repair plan, which must bring the dock and/or boathouse up to current standards, must be obtained from the ACC.
 - b. Upon completion of the repair the ACC will send the owner a letter indicating completion of satisfactory repairs, with a copy to the POA.
4. If the owner does not respond to the repair request within 60 days the POA at its option may repair or remove the dock and/or boathouse.
 - a. Fifteen days notice of this impending action will be given to the owner.
 - b. The cost will be added to the current annual assessment.
 - c. Non-payment will result in a lien on the property.

Implementation

1. A copy of this policy will be given to each property owner who owns lake front property.
2. This policy replaces all prior policies related to this subject, including but not limited to 3.04.2M and 3.06M.

8.04 ORIGINALS TO REMAIN IN OFFICE [↑Top](#)

Original financial documents and. technical drawings may not be removed from the Property Owners Association offices.

8.06 CONDUCTING A BUSINESS ON RESIDENTIAL PROPERTY [↑Top](#)

Should the General Manager be made aware of any activity for remuneration on a residential property, he shall, within one week, seek the cooperation of ACC in causing such activity to cease. If the activity continues after notice to ACC, the General Manager shall, within six weeks, take appropriate action to cause the activity to cease.

The following indications,, among others, which result from an activity for remuneration on residential property, shall be sufficient to proceed under this policy: Increased traffic Parking on other than an ACC approved driveway Odors or fumes Noise Visible parking of a commercial vehicle A sign or signs indicating an activity for remuneration Employment of help for other than on-site domestic service or personal or health care for the residents of the premises Visible storage of merchandise for sale or resale Garage sales occurring more frequently than once a year, or offering for sale items from more than three other households, or lasting for more than three consecutive days.

8.08 STANDARD OPERATION PROCEDURES MANUAL [↑Top](#)

In the interest of business efficiency of service to the POA membership, the POA Board of Directors mandates that POA Management develop, maintain and review annually a detailed Standard Operation Procedures Manual (SOP) to include the Corporate Headquarters and each Division of the POA.

Cross Reference: P4.01 Public Works Standards and Operations [P8.05](#) Purchasing

8.09 SELECTION OF PROFESSIONAL SERVICES [↑Top](#)

The professional Architect, Engineer, Surveyor or other state-licensed individual/consultant who must personally stamp and sign his/her work, thereby assuming personal liability above and beyond any corporate liability of the firm for which he might work, should not compete on the basis of cost only. Selection should also be based on:

- Personal qualifications
- Qualification of the firm
- The ability to provide the services in a timely, as well as competitive, manner
- Prior history of successful services provided if a firm or individual has been previously engaged by the POA

The selection of professional services shall be by a selection committee

Detailed procedures shall be described in the POA Standard Operating Procedures Manual.

8.10 SELECTION OF CONTRACT SERVICES [↑Top](#)

It is the policy of the Bella Vista Village POA to select contractors on a competitive bid basis for services that are expected to cost \$25,000 or more. Selection should be based on:

- Cost
- Qualification of the firm
- The ability to provide the services in a timely, as well as competitive, manner
- Prior history of successful services provided the firm has been previously engaged by the POA

The selection of contract services shall be by a selection committee.

Detailed procedures shall be described in the POA Standard Operating Procedures Manual.

8.11 PROCUREMENT OF GOODS AND EQUIPMENT [↑Top](#)

It is the policy of the Bella Vista Village POA to procure goods and equipment on a competitive bid basis for purchases that are expected to cost \$25,000 or more. Selection should be based on:

- Cost
- Supplier reputation for service
- Brand reputation for quality and service
- Delivery in a timely, as well as competitive, manner
- Warranty terms

Procurement award will be done by a Selection Committee (defined in the POA SOP Manual).

8.12 POA MERCHANDISING AND/OR ADVERTISING [↑Top](#)

1. PURPOSE

Purpose of this policy is to establish guidelines for any non-POA entity to merchandise and/or advertise with the Bella Vista Village POA.

2. APPROVAL

The initial proposal for a merchandising and/or advertising project would first be proposed to the General Manager's office. Referral might then be made to the appropriate Joint Advisory Committee or other POA entity. After review the General Manager's approval or rejection of any proposed project will be final.

3. REQUEST FOR APPROVAL

The following information is to be supplied with a request for approval:

- Committee, department, etc., making the proposal
 - Purpose of the proposal
 - Advertising/merchandising location
 - Temporary or permanent activity
- Details of the merchandising/advertising: signage, size, colors, etc.
- Names of persons who would oversee the placement and maintenance of the merchandising once it is approved
 - Revenue/Cost analysis

4. GUIDELINES

As the overall POA image will be reflected in any merchandising or advertising allowed, the following guidelines must be followed:

- Any type of outdoor and/or permanent signage has to be approved by the appropriate external authorities

- Content—family oriented, no alcohol, smoking or sexual/inappropriate attire references
 - Sizes of advertising/signage to be appropriate to surroundings
 - Passive—not animated or lighted
 - Tasteful use of colors, graphics, pictures, etc.

5. ACCOUNTING PROCEDURES

The Accounting Department must be informed and a method set up to account for revenue and expenses. The Treasurer's office must be consulted to ensure satisfactory procedures are in place and to provide a quarterly report to both the Board and Management.

6. OVERSIGHT

The General Manager will provide oversight and prepare status reports on any such new projects to the Board as appropriate.

8.13 GUIDELINES FOR LEASING OF POA ASSETS [↑Top](#)

I. PURPOSE

It is the purpose of this policy to prescribe the conditions under which POA assets (land, buildings, facilities, equipment, etc.) may be leased to a public or private entity. The power to lease assets rests with the Board of Directors (Bylaws IV.2.B). This policy specifically does not cover the golf courses, the conditions for such leasing being prescribed in the Declarations (VIII.3(e)).

II. PROCEDURE

1. Any leasing initiative that affects the Village amenities and/or the privileges of POA members must be approved in advance by the Board of Directors.
2. The General Manager shall submit to the Board a written recommendation for such a leasing initiative and include a full evaluation of the potential impact on the POA and its members, including operations, finances, access, services, etc.
3. If the leasing is to involve providing access to other than POA members and their guests, the pros and cons must be specifically documented, and the conditions elaborated.
4. Upon approval of leasing by the Board the General Manager may proceed to solicit prospective lessees. The Board delegates to the General Manager the authority to execute a leasing agreement.
5. The General Manager shall report to the Board upon entering into any lease agreement. Further, the status of each lease operation shall be reported semi-annually.

III. GENERAL CONDITIONS FOR LEASES

1. Leases normally may be executed for no more than one year, but with the right of renewal.
2. Due diligence investigation of the prospective lessees shall be conducted and be documented.
3. The selection process shall provide for open and free competition by prospective lessees. The latter shall be prohibited from contacting Board members or staff to promote their applications. Such contact may warrant the rejection of the application.
4. Adequate provision shall be made for termination of leases.
5. Leases shall clearly define the premises being leased and the purpose of the lease.

6. The obligations of the POA and the Lessee regarding responsibilities (legal, regulatory, operational, insurance, financial, etc.) shall be clearly specified.
7. Appropriate financial security arrangements shall be required of the lessee in order to protect the POA.
8. All leases shall involve a thorough review by legal counsel.

IV. CONDUCT DURING THE TERM OF THE LEASE

1. The General Manager shall be responsible for monitoring the Lessee and ensuring that the POA and Lessee meet all of the terms of the lease agreement.
2. The General Manager shall report to the Board in advance regarding his intent to renew a lease agreement. The Board shall be provided an opportunity for input prior to lease renewal.
3. The General Manager shall inform the Board of Directors of issues which arise that may lead to a termination of the lease agreement.
4. The General Manager normally will take the initiative in terminating a lease agreement, and will report such termination to the Board. However, in circumstances that the Board determines to be unusual, the Board may direct the General Manager to terminate a lease for cause.

8.14 APPROVAL AND CHANGE OF JOB SCOPE PROCEDURES FOR CAPITAL PROJECTS

[↑Top](#)

PURPOSE

To elaborate approval mechanisms, limits, controls and reporting for expenditures on major projects. The projects may be for any purpose and may include capital expenditures and/or expense for construction, renovation or other action impacting assets of the POA.

APPLICATION

This policy will apply to all expenditures exceeding \$50,000 on an accumulative basis for any single project to construct, renovate, or acquire assets as described above. Projects may not be subdivided to avoid application of this policy.

PROJECT SCOPE

Before beginning a project as described herein, the Administration will prepare a document describing the scope of the project. A common form will be utilized to provide pertinent and required information regarding purpose, business case, detailed components of project, funding, contingencies (if applicable) and timing for each project. Any POA labor or any other internal cost expended toward completion of a project is to be included in the project scope.

APPROVAL OF PROJECTS

Capital projects normally must be approved by the Board during the regular budget consideration process. Any project not covered in the current year's budget will require Board approval. Any request for Board approval must include an assessment of impact on the current year's budget and also any ongoing impact on succeeding year's budget(s). This information should be in the business case for all projects.

PROJECT CONTROL

The Administration shall be responsible for control of all projects approved under this policy. Financial records will provide accurate accountability for each project and will also provide tracking to confirm any significant cost savings projected by the business case for the project.

Any change of scope (change in components of project for cost or configuration) must go through the approval required herein for a new project. Any changes approved by the General Manager will be reported to the Board no later than the next Board meeting. The General Manager will develop and utilize a common form for approval of changes.

All acquisitions for elements of each project will follow applicable bidding and purchasing procedures.

Monthly reporting will be provided on all approved projects until completion. Budget review meetings will include information and progress reports as appropriate on status of projects.

Overruns may be permitted on a project without additional Board approval if the cumulative overrun does not exceed 10% of the total project funding, or \$10,000 whichever is less.

8.15 OPERATIONS BEYOND THE GEOGRAPHIC BOUNDARIES OF BELLA VISTA VILLAGE

[↑Top](#)

AUTHORITY:

The General Manager is vested with the authority to permit the participation of POA entities in operations beyond the geographic boundaries of Bella Vista Village. Such permission will be based on responsible business practice coupled with an evaluation of the benefit that will accrue to the membership of the POA.

RESPONSIBILITY:

The General Manager may, at his discretion, devise Standard Operating procedures, forms or other means by which the requirements of sound business practice and benefit may be demonstrated; any such requirements should be designed so as to facilitate use by POA members and committees.

9.01 BELLA VISTA LOGO [↑Top](#)

There shall be two approved logos for the Bella Vista Property Owner's Association, both of which will be trademarked in Arkansas. The design is reproduced below.

BELLA VISTA VILLAGE
PROPERTY OWNERS ASSOCIATION



9.03 VOLUNTEERISM [↑Top](#)

I. PURPOSE

The purpose of volunteerism in the POA is to give members an opportunity to share their expertise and interest in serving their community and promoting the 40 plus year legacy of Bella Vista Village.

1. The community benefits by receiving a service or expertise that saves time and money, and enhances the attributes of the POA.
2. The volunteer benefits by gaining a voice, involvement, empowerment, ownership, self satisfaction, and socialization.

II. OPPORTUNITIES FOR VOLUNTEER SERVICE

1. Board of Directors
Elected by POA members

2. Joint Advisory Committees (JAC's)
Interested members volunteer and the General Manager & Board Chairman select members for Recreation, Golf, and Lakes

3. Task Forces and Other Committees
Appointed by Board Chairman or General Manager

4. Ambassador Program Volunteers
Designed and coordinated by a Volunteer Coordinator reporting to the General Manager. The Coordinator will monitor the overall effectiveness of the program, establish appropriate recognition, report on the effectiveness and cost savings, etc.

5. Artisan Volunteers
Designed and coordinated by a Volunteer Coordinator reporting to the General Manager. . The Coordinator will monitor the overall effectiveness of the program, establish appropriate recognition, report on the effectiveness and cost savings, etc.

III. VOLUNTEER RIGHTS AND RESPONSIBILITIES

1. Volunteers are viewed as an altruistic and valuable resource, not entitled to remuneration.
2. Volunteers will be treated as co-workers with the right to effective training and supervision.
3. Volunteer position descriptions with an application process and consistent assignment procedures will be followed.
4. Volunteers will not replace paid employees.
5. The health and safety of volunteers will be a priority, and they will not perform hazardous duties.
6. Volunteers will be expected to perform to the best of their ability and remain loyal to the goals and procedures to the end date of service.
7. No person who has a conflict of interest with any activity or program whether personal, philosophical or financial shall be accepted as a volunteer.

Areas not covered by this policy or other governing documents shall be brought to the Board of Directors for resolution based on the specifics of the situation.

9.04 POLITICAL CANDIDATES / USE OF FACILITIES [↑Top](#)

PURPOSE: To prescribe the conditions under which POA facilities and Common Property may be used for political activities.

I. POA ROLE IN CAMPAIGNING

1. Bella Vista Village Property Owners Association Board of Directors shall not endorse any candidate for the POA Board of Directors or for any other political/elected office.
2. The POA may sponsor forums for candidates for election to the POA Board in POA facilities. All valid candidates must be invited to participate.

II. CAMPAIGNING ON POA FACILITIES

It is the policy of the POA Board of Directors to permit qualified candidates for the POA Board to utilize POA facilities for the purpose of campaigning for election to the Board. Such practice shall be in conformance with the following:

- 1) Approval must be granted by the Facility Manager and shall not interfere in any manner with the regular operations of the facility.
- 2) Campaigning shall be limited to the distribution of flyers, brochures, cards or other forms of informational material. Speeches, political signs, or any other form of overt or conspicuous campaigning is not allowed.
- 3) All campaigning will be conducted in a courteous manner.
- 4) Such campaigning may occur at an event in a POA facility only with the permission of both the Facility Manager and the sponsor of the event.

III. USE OF POA FACILITIES

1. Any POA member may rent a POA facility for purposes of holding a political event.
2. No political signs, posters, or other forms of conspicuous campaign materials may be affixed to or placed upon POA facilities or on POA Common Property.

9.05 COMMUNITY FUND DRIVES [↑ Top](#)

Community fund drives shall not be a Property Owners Association function and the POA, as a non-profit organization, will not contribute either time or money. Solicitation of POA employees on POA premises is limited to distribution of a 3 1/2" x 7" slip (provided by a recognized organization) which may be included with the employee paycheck, not more than once a year for each organization.

10.01 WHO IS A DEPENDENT? [↑ Top](#)

A member may claim as a dependent:

- 1) A ward or relative within the first degree of kinship or guardianship for whom the member provides more than 50 percent of living costs and whose legal address is the member's home, and who is:
 - a. Single and eighteen years of age or younger, or
 - b. Single and a full time student (12 credit hours) not more than 23 years of age, or

c. According to a doctor's notarized statement, incapable of self-support or in need of such physical assistance as to nullify independent living.

2) An adult child or spouse of an adult child and the children thereof who resides temporarily with the member while the adult child or spouse of the child is actively serving in an armed force of the United States and who is serving in such armed force as a direct result of armed struggle in which the United States is engaged. Documentation of proof of service in the United States Armed Force will be required.

In all cases, official documentation of the facts will be required. Such documentation may consist of driver's licenses, current voter registration cards, proof of school enrollment, the dependent's birth certificate, etc.

PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all of the Existing Properties except the Lots referred to under Tract No. 1, ARTICLE II. Same shall also apply to additions to Existing Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.

2. Architectural Control Committee. When the Architectural Control Committee, hereinafter referred to as A.C.C., is alluded to in these Protective Covenants it shall mean either the Board of Directors of the Developer or the Architectural Control Committee appointed by the Board of Directors pursuant to ARTICLE XII of the Declaration. The provisions of ARTICLE XII of the Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and ARTICLE XII of the Declaration.

3. Amendment, Rescission or Additions. The Board of Directors of the Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive than as provided in the Federal Housing Administration's then current edition of "Minimum Property Standards for Single Living Units".

4. Zoning. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, et cetera by the A.C.C. As to Lots designated as Residential Lots upon a recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multifamily Structure) which shall be permitted. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached structure, as well as each Living Unit in a MULTIFAMILY structure. Provisions of ARTICLE XII shall control as to kind, shape, height, materials, et cetera in regard to all structures erected upon or moved upon Residential Lots.

5. Resubdivision. No lot so designated shall be re-sub-divided except upon written approval of the A.C.C.

6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. Setbacks. No building shall be placed closer to the Roads and Streets than the setback line shown on a recorded subdivision plat, except where such requirement creates an undue hardship. upon the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

8. Side Yards. Where Lots are zoned as Residential the following shall apply:

(a) A Single Family Detached structure or any building incident thereto shall not be closer to a side lot line than 5 feet, except where such restriction creates an undue hardship upon the Owner the A.C.C. may modify this restriction so as to alleviate the hardship;

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two lots involved.

.(c) There shall be no requirement as to a side yard where Multifamily structures are involved, and subject to approval by the A.C.C., Multifamily structures may be constructed up to or upon the dividing lines between Lots.

The A.C.C. shall decide all questions relative to location of Commercial structures upon Lots where such structures are permitted subject to paragraphs numbered 4 and 7 hereof.

9. Land Near Lakes, Water Courses, Golf Courses, Permanent Parks, Permanent Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Lake or within 20 feet of the edge of any open Water Course, or within 20 feet of the property line of any Golf Course, Permanent Park or Permanent Recreational Plot. Clean fill may be placed nearer to the property line of a Lake or the edge of an open Water Course in the event the written permission of the A.C.C. is first obtained. Likewise, by written permission of the A.C.C. a boat dock or boat house may be placed closer than 20 feet to the property line of a Lake or the edge of an open Water Course. The decision of the A.C.C. as to the permission aforesaid shall be final and conclusive.

10. Construction of Buildings. The contractor, builder, person or entity constructing a building upon The Properties shall, prior to beginning the construction of any such building, furnish to the A.C.C. proof that a suitable completion bond has been made to insure completion of the building and to indemnify the Owner against material and mechanic liens. At the same time there shall be furnished to the A.C.C. satisfactory proof that builders' risk insurance, including workmen's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the A.C.C. such credit information and proof of financial ability to complete the building within the time requirements of these Protective Covenants, as shall be required by the A.C.C. In such case, the Owner shall also furnish to the A.C.C. proof of builders' risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

11. Time for Completion of Building. Commercial structures, Single Family Attached structures, and Multifamily structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted:

.(a) The exterior of any Single Family detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon any Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

.(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties covered by these Protective Covenants shall be completely finished within twelve months following the start of construction.

The contractor, builder or Owner will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided the Developer and/ or the Club shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same the Developer and/or the Club, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

12. Electric Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon or moved upon The Properties shall be in accordance with standards prescribed by the A.C.C., and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.

13. Sewage Disposal. No privately owned sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

14. Water Supply. No privately owned water system shall be permitted upon any Lot or Parcel of Land of the Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Arkansas State Health Department and approved by the A.C.C.

15. Outbuildings. Outbuildings or accessory buildings, such as a garage, servants quarters or guest house, shall be permitted on Lots upon which a Single Family Detached structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by nonservant or nonguest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera of such buildings.

Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a commercial building, Single Family Attached structure, or Multifamily structure, shall be entirely within the discretion of the A.C.C.

16. Protective Screening. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Properties. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

17. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same height-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. 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 such sight lines.

18. Signs. All signs are prohibited in areas zoned upon any recorded subdivision plat as Residential except:

- (a) Signs erected by the Club for identification of streets, traffic control and directional purposes;
- (b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;
- (c) Signs erected by Developer in connection with its sales program.

The erection of signs in areas zoned commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign, except as provided in subparagraph (a) above, shall be erected without the permit of the A.C.C.

19. Model Houses. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned upon a recorded subdivision plat as Residential.

20. Businesses Prohibited in Residential Areas. Except for the business of the Developer in furtherance of its sales program the practice of any profession or the carrying on of any business is prohibited within any area zoned as Residential upon any recorded subdivision plat of The Properties.

21. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and will also be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Lot and all improvements for which the Club, a public authority or utility company is responsible.

22. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of The Properties.

23. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel of Land of The Properties, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

24. Garbage and Refuse Disposal. No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

25. Oil and Mining Operation. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

26. These Protective Covenants shall be enforced as provided in this Declaration of which the Protective Covenants are a part.

27. (AMENDMENT FILED FOR RECORD BY CLERK AND RECORDER, BENTON COUNTY, ARKANSAS, FEBRUARY 8, 1993) To enable the A.C.C. to perform its responsibilities under the Declaration, any Supplemental Declaration, and these Protective Covenants, the A.C.C. may establish and charge such fees to be paid prior to performance of any such responsibilities.

NOTE: This document is recorded in Book 373 at Page 8 et. seq. of the records of Benton County, Arkansas, and Amendment now recorded at Instrument Record No. 93-08028 et seq. on February 8, 1993.

SIMPLIFIED PARLIAMENTARY PROCEDURES

Adopted by majority vote of the Bella Vista Village Board of Directors on August 16, 2007.

Based on Robert's Rules of Order Newly Revised

The application of parliamentary law is the best method yet devised to enable assemblies of any size, with due regard for every member's opinion, to arrive at the general will on a maximum number of questions of varying complexity in a minimum time and under all kinds of internal climate ranging from total harmony to hardened or impassioned division of opinion.

ORGANIZATIONS

An organization and the way it functions are governed by its charter (if it is incorporated), its By-Laws, and parliamentary rules or rules of order. Nothing in the By-Laws may conflict with the corporate charter; the By-Laws, in turn, supersede the rules of order. By-Laws are considered so important that special requirements are set for changing them. These usually include advance notice and a larger-than-majority vote for the adoption of amendments.

Most organizations use as their parliamentary authority a published manual, such as Robert's Rules of Order Newly Revised, which they may modify to meet their particular needs by adopting special rules of order.

GOVERNING AN ORGANIZATION

In any organization, final authority rests with the members assembled in regular or annual meetings or conventions, though they may not, of course, take any action that conflicts with the charter or By-Laws.

The business of most organizations is managed by a Board of Directors that is responsible to the membership and acts under its general instructions and guidance. The officers and members of the board are usually elected at an annual meeting, although the Board is sometimes empowered to choose some of its own members. Other members may serve ex-officio because of another position they hold. Ex-officio members have all privileges, including the right to vote and make motions.

Work is often carried on by committees that are either provided for in the By-Laws (standing committees) or appointed for a special purpose (ad hoc committees). Their powers are limited to those specifically given them by the By-Laws or by direction of the Board or the members. Usually they report to the Board or to the membership meeting and are not authorized to act on their own in the name of the organization.

OFFICERS

The BVVPOA is incorporated under the laws of the State of Arkansas and shall have officers known as corporate officers.

A President, a Secretary, and a Treasurer must be appointed. The functional officers of the POA Board are the Chair, a Vice Chair, and a Secretary. These officers are selected by the seated Board members. The President of the POA is the General Manager who hires the Treasurer.

Minutes of the regular and annual POA Board meetings are kept by the Corporate Secretary. Minutes reflect what was done, not what was said. The names of the presiding officers, the secretary, and the Board members present will be reported. Insertion of a statement by a Board member, when relevant, is permissible.

Action taken on the minutes of the preceding meeting, with corrections, if any, will be recorded. The exact wording of each motion will be recorded, along with the name of the mover, seconder, and the disposition.

MEETINGS

At all meetings it is up to the Chair to use the rules of parliamentary procedure appropriately so that good order and reasonable decorum are maintained and the business of the meeting goes forward. At times, the technical rules of parliamentary procedure may be relaxed as long as the meeting accomplishes its purpose and the rights of absentees and minorities are protected.

THE ROLE OF THE CHAIR

1. Be ready to call the meeting to order at the time set.
2. Follow the agenda and clarify what is happening and what is being voted on at all times.
3. Deal firmly with whispering, commotion and frivolous or delaying debate and motions.
4. See that debate is confined to the merits of the question and that personal comments are avoided. No one should speak more than twice on a subject, and no one should speak a second time until all who wish to speak have had a chance to do so.
5. Talk no more than necessary. The Presiding Officer should not enter the debate without giving up the chair to a substitute until the motion under debate has been voted on.
6. Remain calm and deal fairly with all sides regardless of personal opinion. To preserve this impartiality, the Presiding Officer abstains from voting except by ballot or to cast the deciding vote on an issue.

ORDER OF BUSINESS

A quorum as prescribed in the By-Laws, must be present before business can be legally transacted. The Presiding Officer should determine that there is a quorum before beginning the meeting. Every organization is free to decide the order in which its business will be conducted, but most agendas follow a standard pattern:

1. Call to order.
2. Minutes are read by the Secretary and corrections requested. The Presiding Officer says: If there are no corrections the minutes stand approved as read.
3. General Manager's Report.
4. Treasurer's Report is given and questions called for.
5. Open Forum. Any property owner may address the Board.
6. Reports of committees. Recommendations in reports should be dealt with as motions at this point.
7. Reports of special committees.
8. Old Business. Items left over from the previous meeting are brought up in turn by the Chair.
9. New Business.
10. Announcements.
11. Adjournment. Chair: The meeting is adjourned.

MOTIONS

Business is conducted by acting on motions. A subject is introduced by a main motion. Once this has been seconded and stated by the Presiding Officer, nothing else should be taken up until it is

disposed of. Long and involved motions should be submitted in writing. Once a motion has been stated, the mover may not withdraw it without the consent of the meeting. Most motions must be seconded.

While a main motion is being considered, other parliamentary motions, which affect either the main motion or the general conduct of the meeting, may be made. In order to facilitate the orderly and timely conduct of the day's business, such motions are limited to those listed below:

1. Amend. Debatable; majority vote

Used when the intention is to change, add or omit words in the main motion.

Amend the amendment: Used to change, add or omit words in the first amendment. This motion cannot itself be amended.

Method: The first vote is on the amendment to the amendment. The second vote is on the first amendment either as changed or as originally proposed, depending on the first vote. The third vote is on the main motion either as introduced or as amended.

2. Refer. Debatable; majority vote

If a motion becomes too complicated through amendments or if more information is needed, a motion may be made to refer it to a committee for study or redrafting. This committee must report back or act as instructed.

3. Postpone. Debatable; majority vote

Consideration of a motion can be delayed until a more suitable time, until other decisions have been made or until more information is available by a motion to postpone to a stated future time.

4. Withdraw or Modify a Motion. Not debatable; majority vote.

Grants maker permission to withdraw or modify the main motion as has been stated by the Chair.

5. Division of a Question. Not debatable; majority vote.

If a pending motion on a subject or subjects contains two or more parts capable of standing as separate questions, the Board can vote to treat each part accordingly in succession.

6. Lay on the table. Not debatable; majority vote

"I move that we table this motion." This postpones consideration in such a way that the motion can be taken up again in the near future if a majority decides to "take it from the table."

7. Take from the table. Not debatable; majority vote.

After a question has been laid on the table, it can be taken from the table by a majority vote as soon as the interrupting business is disposed of and whenever no question is pending, provided that business of the same class as the question on the table, unfinished business, general orders, or new business is in order. Any member can so move at a regular meeting.

8. The previous question. Not debatable; two-thirds vote

"I move the previous question." This motion is used to end debate that has become lengthy or repetitious. When it is seconded, the Presiding Officer immediately puts the question on closing debate. If this receives a two-thirds vote, the pending motion is voted on at once without further discussion.

9. Reconsider. Usually debatable; majority vote.

A vote may be reconsidered through this motion, which must be made on either the same day, at the next regular meeting, or before action is completed on the main motion, whichever comes later. The motion may only be made by one who voted on the prevailing side. A motion can be reconsidered only once. The first vote is on whether the motion should be reconsidered. If this passes, the motion in question will be debated and be subjected to normal parliamentary motions applicable to main motions.

10. Point of Order and appeal.

A member who feels the rules are not being followed may call attention to the breach by rising and saying: "Point of Order." The Chair says: "State your point of order." Upon hearing it, the chair may say: "Your point is well taken," or "Your point is not well taken." One dissatisfied with the ruling may appeal to the meeting for a final decision: "Shall the decision of the chair be sustained?" This appeal is debatable, and the Presiding Officer may enter the debate without giving up the chair. A majority of no votes is necessary to reverse the ruling; a tie sustains it.

11. Questions and inquiries.

Whenever necessary, advice may be asked as to correct procedures (parliamentary inquiry), facts may be requested (point of information), or a change may be sought for comfort or convenience (question of privilege). The Presiding Officer responds to the question or refers it to the proper person.

12. Adjourn. Usually not debatable; majority vote

If the time set for adjournment has arrived or there is no further business, the Presiding Officer declares the meeting adjourned without waiting for a formal motion. A member may move to adjourn at any time except when a speaker has the floor or a vote is in process. If the motion carries, the meeting is immediately adjourned.

VOTING

All Board decisions must be made by a majority of all Directors pursuant to Article VI, Section 3 of the Bylaws.

By using general consent, a formal vote can be avoided on routine matters where there is no opposition. The Presiding Officer says: "If there is no objection (pause)"...and declares the decision made.

A voice vote is common practice but should not be used where more than a majority is needed.

A show of hands is a good alternate and may be used.

If unsure of the result, the Presiding Officer should order a rising vote or an actual count. If this is not done, a member can insist upon a rising vote by calling out "division;" a count can be forced only by a motion made, seconded and approved by a majority vote.