

**BILL OF ASSURANCES AND PROTECTIVE COVENANTS AND RESTRICTIONS**

**FOR "THE KNOLLS"**

**A SUBDIVISION OF GOSHEN, ARKANSAS**



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Washington County, AR  
Kyle Sylvester Circuit Clerk

File **2019-00030244**

First Amended and Restated Declaration of Covenants,  
The Knolls Subdivision,  
A Subdivision of Goshen, Arkansas

This First Amended and restated Declaration of covenants Of The Knolls Subdivision (this "Declaration") is made and executed as of this 12<sup>th</sup> day of September, 2019, by the undersigned, representing two-thirds (2/3) of the Owners of Lots within The Knolls Subdivision.

**RECITALS**

The Owners of Lots within The Knolls Subdivision (recorded plat of such subdivision found in Washington County Circuit Clerk's Office, Plat Book 23, Page 2-C70), hereby desire to amend and restate that certain Bill Of Assurances And Protective Covenants For The Knolls, A Subdivision Of Goshen, Arkansas, dated April 6, 2006, and filed in Washington County, Arkansas Circuit Clerk's Office on April 11, 2006, File Number 2006-00014206 (the "Original Covenants").

The undersigned further acknowledge that that certain instrument filed with the Circuit Clerk of Washington County, File Number 2017-00000709, purporting to update and revise the Protective Covenants and Restrictions for The Knolls Subdivision (the "2017 Covenants"), failed to properly amend the Original Covenants, and accordingly, the 2017 Covenants are declared to be void ab initio.

This Declaration, while amending and restating the Original Covenants, does not act as a waiver of any existing breach or default currently existing under the Original Covenants.

The undersigned, representing two-thirds (2/3) of the Owners of Lots within The Knolls Subdivision, do hereby amend and restate the Original Covenants in their entirety as set forth in this Declaration.

BE IT KNOWN BY ALL PERSONS BY THESE PRESENTS that on the 12<sup>th</sup> day of September in the year of 2019 the Knolls Property Owners' Association (KPOA) does hereby create and establish the following Protective Covenants and Restrictions (updated and revised from those affirmed and recorded on 11 April 2006). These Protective Covenants and Restrictions will apply to all property and/or homeowners in The Knolls Subdivision who, by virtue of owning property in the Knolls Subdivision, are in fact and substance members of the KPOA. The most current and recorded "Plat of The Knolls Subdivision" can be found in Plat Book 23, page 2-C70 in the Washington County Courthouse in Fayetteville, Arkansas.

**I. The KPOA (Knolls Property Owners Association) Board** will consist of 5 (five) Knolls property owners or owners' representatives; the KPOA Board Officers will consist of a Board President, a Secretary, and Treasurer. The KPOA Board members will serve a 2-year term. A board member may serve consecutive terms provided they are confirmed by a 2/3 majority as specified in Section 1.4. If a member of the KPOA Board resigns, a special election will be held to replace that person and start a new two (2) year term requiring confirmation by a two-thirds (2/3) majority as specified in Section 1.4. The responsibilities of the KPOA Board of Directors is to ensure The Knolls Protective Covenants are applied and enforced equitably and properly so to protect, preserve and promote the excellent quality of The Knolls Subdivision for the enjoyment and satisfaction of all its landowners. The KPOA Board of Directors shall be considered as, and is agreed to being, the sole governing body of The Knolls Property Owners Association.

**II. The KPOA Board and membership also hereby establishes the “Knolls Architectural Control and Maintenance Committee (KACMC).** Members of the KACMC must be KPOA members in good standing and will be appointed to the KACMC by the KPOA Board of Directors. The KACMC will consist of a minimum of 3 (three) KPOA members. The KACMC members will serve a 2-year term and may serve consecutive terms subject to Board reappointment. Should the KACMC drop below three members due to resignations, these openings will be filled temporarily by the officers on the Board. The KACMC will represent the entire KPOA at large and the KPOA Board of Directors in particular in all matters related to any home construction projects, maintenance of owner's property. The KACMC will meet/confer on an “as needed basis” to review any and all construction projects as well as to consider requests made by property owners regarding modifications, improvements, or alterations to their property/home. The KACMC will make recommendations regarding its above noted responsibilities to the KPOA Board of Directors for decisions regarding the same. Specifically, the KPOA Board of Directors will be responsible for making any/all decisions regarding construction projects, system and grounds maintenance requirements, planned or needed subdivision improvements and repairs, and requests or concerns from property owners regarding their individual property and/or any neighborhood-wide issue or concern.

## SECTION 1. Definitions

**1.1 “Property”** shall mean all the real property and improvements thereon located in The Knolls Subdivision and subject to these Protective Covenants and Restrictions.

**1.2 “Lot” and “Lots”** shall mean and refer to any parcel of land shown in/upon the most current recorded plat of The Knolls Subdivision as found in the Washington County, AR court house.

**1.3 “Owner”** shall mean and refer to the “Owner of Record”, whether that be one or more persons or entities, of the fee-simple title to any lot(s) in The Knolls. This does not apply to any person/persons or entities having an interest in a lot(s) resulting from a pledge of collateral or as a security for performance of an obligation. In the event that more than one recorded owner exists for a particular lot(s) all of these particular lot(s) owners shall collectively have only ONE vote. When an issue requires a vote be cast by the membership of the KPOA and the particular multiple owners of a particular lot(s) cannot agree regarding the nature of their vote, the vote connected to that particular lot(s) will be considered as a non-vote.

**1.4 “Vote” and “Voting”.** “Vote” shall mean the vote of the owner(s) as described in section 1.3 above. A minimum 10-day period is required, to provide notice to the POA, regarding any vote. Unless otherwise specified “Voting” will require a two-thirds (2/3) majority of votes cast by Knolls POA members in good standing to pass. A vote may be cast in person or by proxy.

**1.5 “POA Meetings”** shall mean a general KPOA membership meeting in which all Knolls Subdivision property owners (see section 1.3) will be invited to participate. POA meetings will be held on a quarterly basis or as needed. The POA meetings will provide the KPOA Board of Directors the opportunity to update the POA membership regarding a variety of subjects such as new or anticipated construction, road and ground and facility maintenance, infrastructure concerns, and law enforcement issues, etc. These meetings will also provide a public forum for the POA membership to express their ideas, desires, and concerns to the Board of Directors as well as their neighbors. The KPOA membership will be notified of these POA meetings not less than ten days in advance of the meeting. Meeting notification as well as all other POA-related communications will be made to the utmost extent via email and social media such as GroupMe, and the Knolls website: [www.theknollsnwa.com](http://www.theknollsnwa.com). For KPOA members lacking email/social media capability a reasonable attempt will be made to inform them via telephone or mail.

**1.6 A “Building Contractor”** is defined as a general contractor who meets the requirements of the City of Goshen and the State of Arkansas in their definitions of a residential building contractor.

**1.7 “KPOA Board Meetings”** are periodic (generally monthly) meetings for the Board to discuss and execute POA business. The agenda for and the time and date of the meeting will be communicated not less than 36 hours in advance. All board meetings are open to all POA members with time allowed for comment at the end of the agenda. POA members may submit topics for the agenda at any time to [admin@theknollsna.com](mailto:admin@theknollsna.com). Ad hoc meetings may be called to address critical issues and notice will be communicated as soon as the topic, date, time and location is established.

## **SECTION 2. The KPOA Board of Director’s Authorities and Responsibilities**

**2.1 The KPOA Board of Director’s Authority:** The KPOA Board of Directors shall have the right to require any owner to alter or remove any building, dwelling, fence, wall, structure, storage building, swimming pool, or improvement of any kind which has not received approval or is built other than in accordance with the plans and specifications for the particular improvement as approved by the KPOA Board and in accordance with these protective covenants and restrictions. The KPOA Board may elect to place a lien against the property in question in order to affect a remedy and may also seek to receive reimbursement from the home/lot owner for any costs including, but not limited to, attorney’s fees expended in its effort. The KPOA Board will also have the ability to obtain loans (approved by a two-thirds (2/3) majority as specified in Section 1.4), approve and negotiate loan terms.

**2.2 KPOA Liability:** Neither the KPOA Board, the KACMC, its members, its assigns, nor any other owner shall be liable for damages to a Knolls lot owner or builder who submits faulty or inaccurate construction plans and specifications to the KACMC/KPOA

Board for approval, by reason of a mistake in judgment, negligence, or failure to adhere to the requirements contained in these protective covenants. Every person who submits plans and specifications to the KPOA Board/KACMC for approval agrees that no action or suit for damage will be brought against the KPOA/KACMC. The KPOA Board of Directors shall have the authority to enforce these protective covenants, approve construction plans, assess and collect fees and fines, enforce common area maintenance charges and assessments, address property owner concerns or complaints regarding other property owner violations of these protective covenants, and pursue any other action, legal or equitable, to enforce or interpret these protective covenants.

**2.3 Removal/Replacement of KPOA Board of Director Members:** With cause, members of the KPOA Board of Directors may be removed at any time by a vote of 2/3 (two thirds) of the KPOA members in good standing as detailed in section 1.4. With cause and a 2/3 (two thirds) vote of the board, the KPOA Board of Directors has the authority to remove members of the KACMC.

**2.4 No Construction Without Approval by KPOA Board:** No construction of any kind may be commenced unless specifications /plans for the proposed construction are submitted in writing via email to: [admin@theknollsnwa.com](mailto:admin@theknollsnwa.com) and approved by the KPOA Board of Directors. Modifications or changes to any plans and/or specifications must also be approved by the KPOA Board. All construction plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with these protective covenants. The KPOA Board shall be entitled to accept or reject plans and specifications in its sole discretion.

**2.5 Submission of Plans to the KPOA Board and the KACMC via email to:** [admin@theknollsnwa.com](mailto:admin@theknollsnwa.com). All plans for any construction project, landscape design/installation, material improvement or substantial modification to any private dwelling, common area or KPOA-owned asset will be first reviewed by the KACMC who will in turn make a recommendation for either approval, conditional approval (pending

desired or required changes) or disapproval to the KPOA Board of Directors. Plans must be approved before any construction or land development is made on a lot; failure to do so may result in the owner/builder's responsibility to change, reverse, or alter the construction or land development. The KPOA Board will make all final decisions regarding these projects and activities. When submitting plans and specifications of a proposed construction project, the following information shall be provided:

- (a) Builder's contact information to include full name (both personal and business) of the general contractor, phone numbers, U.S. Postal Service mailing address, and email address.
- (b) One (1) set of the detailed plans and specifications reflecting the exact location of the construction project.

Once plans and specifications have been submitted to the KACMC/KPOA Board, the KACMC and KPOA Board shall act on the request within thirty (30) days. If the KPOA Board and or KACMC requests additional information in regard to the proposed construction project, a fourteen (14) day period shall begin from the date on which the new information is provided to the KACMC.

### **SECTION 3. The Knolls Property Owners and POA Member Responsibilities and Property Restrictions and Requirements.**

**3.1 The Knolls Property Owners Association:** By accepting ownership of property within The Knolls, each property owner agrees to and accepts membership within The Knolls Property Owners Association. By accepting ownership of property within The Knolls, each owner acknowledges said property is now and may be subject to periodic special assessments in addition to the annual dues. Such annual dues and/or assessments will be used for the construction, development, improvement, repair and replacement of the streets, entryways, KPOA-owned fences, and KPOA-owned facilities

and common areas. By accepting ownership of property within The Knolls, each property owner agrees if said dues and/or assessments are not fully paid on time, said dues and/or assessments and all costs, including legal fees, associated with the cost of collection of same shall be deemed a lien on the property so assessed. If a property owner fails to pay their annual dues and/or assessment(s), their use of KPOA facilities/common areas will be suspended and a lien may be placed upon their property. Assessments and/or dues paid more than 10 days after their due date will be charged \$100 late fee and charged the highest interest rate charged by Arkansas law. When a Lot is purchased, the annual dues and/or assessment(s) will be pro-rated and are to be paid at sale closing for the remainder of the fiscal year.

- a. **Annual Dues:** Annual dues are \$750 per year. If lots have to be combined because the lot has been deemed unbuildable as a standalone lot, dues will be 1.5 (one and a half) times the annual assessment for a single lot will be charged. Supporting documentation will be provided to the KACMC to review and provide a recommendation to the KPOA board for approval.
- b. **Special Assessments:** Special Assessments are at the discretion of the board as described in **Section 3.1** but may not exceed 60% of the annual dues for the fiscal year unless approved by a two-thirds (2/3) majority as specified in Section 1.4

**3.2 Property and Lot Restrictions:** All Lots within The Knolls shall be developed as single-family residences only. "Single Family" means one or more persons occupying a single dwelling provided that all such persons are related by blood, marriage, or adoption. Domestic servants employed on the premises may be housed on the premises without violating the "single family" definition.

**3.3 Asset Maintenance - Upkeep and Repair:** The entryway (including its cameras, landscaping, irrigation system, and fountain), streets, bridges, common areas, ponds, common fences, and the sports complex are integral parts of The Knolls and these assets must be maintained in good condition. The cost of the routine upkeep,



maintenance and repair and replacement of important and valuable assets shall be shared by all property owners through the annual dues and/or special assessments as required. Decisions regarding all routine or special upkeep, maintenance, improvement and repair of these assets shall be the responsibility of the KPOA Board of Directors and expenditures required to maintain these assets will be made at their discretion.

**3.4 Building Limitations and Requirements:** The building and subdivision codes of the City of Goshen, Arkansas, as they presently exist, or are hereinafter amended, shall be and are hereby made applicable to all property owners in The Knolls. All dwellings, other structures, and/or improvements shall comply with said ordinances as they exist on the date of such construction. Any conflicts between such ordinances and these protective covenants and restrictions shall be resolved in favor of the more restrictive codes and provisions. Architectural, building, and design specifications shall be in accordance with the codes and regulations of the City of Goshen, Arkansas, pertaining to development of land zoned R1 (Residential 1) as well as these protective covenants and restrictions.

**The KPOA further requires that the following building and grounds maintenance specifications/restrictions be adhered to by builders and property owners:**

**a. Dwelling Size:** All dwelling structures constructed upon any lot in The Knolls shall contain a minimum of 2,750 square feet of total heated floor space (excluding garage). If a residence is multi-storied, the minimum heated square footage for the first floor shall be a minimum of 1,700 square feet, and the total minimum heated square footage (1st and 2nd floors combined) shall equal or exceed 2,750 square feet. No structure shall be constructed on any lot within The Knolls that exceeds thirty-five (35) feet in height.

- 1) Step System lots shall contain a minimum of 2,500 total heater floor space (excluding garage). If the residence is multi-storied, the minimum heater square footage for the first floor shall be a

minimum of 1,500 square feet, and the total minimum heated square footage (1st and 2nd floors combined) shall equal or exceed 2,500 square feet.

- c. **Garages:** Each dwelling shall have a private garage for not less than two (2) cars. Minimum dimensions of any garage shall be twenty-five (25) feet wide by twenty-two (22) feet long. All garage interiors must be drywalled and finished and painted. All garage doors must be of section type, with automatic garage door openers. All garage doors must be located on the side or in the rear of the residence. A secondary, 3<sup>rd</sup>-car garage may face the street. Carports are not permitted. Detached garages shall be permitted upon approval by the KPOA Board/KACMC. Any detached garage must be compatible with the design of the home and subdivision as a whole.
  
- d. **Roofs:** All homes and/or other structures constructed within The Knolls shall have an architectural shingle, tile, slate, or wood shingle roof, or similar quality roofing material. No primary roof pitch on any structure shall be less than a 6/12 pitch.
  
- e. **Driveways:** Each dwelling is required to have a concrete driveway from the street to the garage door(s). Driveways must be a minimum of fifteen (15) feet wide at the street and increase to a minimum of twenty-five (25) feet wide at the garage door. All driveways are to be of concrete with rebar reinforcement -- no asphalt or gravel/rock is allowed. Driveways may have a decorative type finish. Specifically, they may include brick lines, brick expansions, aggregate finishes, patterned concrete, lightly-broomed concrete, etc. All driveways shall have expansion joints on twenty (20) foot centers. Concrete driveways shall be constructed at the expense of the lot owner/builder and shall be completed at the time the home is completed. Any property

owner/builder who installs a driveway that is constructed over a drainage swale or blocks a drainage swale shall be required to utilize a concrete culvert (of a reinforced concrete pipe design) beneath the driveway to allow necessary drainage or a steel culvert provided a decorative finished end is applied to both ends with the steel edge cut flush with the decorative finish. A property/lot owner may not cut or cause to be cut a street within The Knolls for any reason other than upon a plat-approved easement. Driveways are to be constructed and completed by the owner/builder prior to or at completion of the dwelling project. It is the responsibility of the owner/builder to ensure compliance with City of Goshen regulations.

- f. **Dwelling/structure exteriors:** All homes/detached garages/other substantial structures must have at least seventy-five percent (75%) brick or stone on all exterior walls unless a variation is approved by the KPOA Board.
- g. **Building location and lot line limitations:** No building may be located within forty (40) feet of any street, nor will any building be within twenty-five (25) feet of the side of lot lines, nor within forty (40) feet of the rear lot line. If two lots are purchased for purposes of constructing only one home, the interior side yard lot line limitations are removed. No lots within the subdivision may be subdivided except as follows: If owners on both sides of a vacant lot elect to purchase said lot, they may subdivide that lot one time, and the lot in question must be surveyed and the survey submitted to the KACMC, and the division must be recorded in the Washington County Courthouse. This "split lot" would then increase the size of both adjacent lots and for building purposes and the above described lot limitations would be associated with and measured from the new property line created by the "split". If owners subdivide a lot, each lot owner will be charged fifty percent (50%) of annual assessments for the subdivided lot in addition to the owners' assessments for their previously purchased lots.

- h. **Satellite Dishes, Antennas and Other Reception Devices:** Satellite dishes shall be twenty-four (24) inches or less in diameter and shall not be visible from the street. TV, radio, and microwave antennas and all other electronic transmission reception devices are discouraged; but, if approved by the KACMC/KPOA Board, they may not be attached to roofs, walls, columns, railings or anywhere that they may be seen from any street or by any neighbors.
  
- i. **Outbuildings: No portable buildings (i.e. any structure not permanently attached to a concrete foundation) are allowed.** Permanent outbuildings must be submitted to the KACMC for review and submission to the KPOA Board for approval and will be located in back of the main house. Any such structure must match the construction style of the existing residence, i.e. it must match in regard to roofing, siding, color, and any other unique features of the existing home. A gazebo or cabana or arbor may be built and maintained in the back or side yard. All plans for any such structures (outbuildings, gazebos, cabanas, arbors, etc.) must be submitted to the KACMC for review and receive KPOA Board approval prior to initiating construction or delivery of such a structure. The interior area of a detached structure will not be included in determining the minimum main dwelling size.
  
- j. **Road impact fee:** New home construction in The Knolls will be assessed a \$1,000 road impact fee payable to KPOA once plans are approved. The KACMC will have authority to recommend to the KPOA Board for approval to charge a road impact fee on additions and other construction deemed to have increased vehicular activity or heavy vehicles used in conjunction with the construction. The amount of the fee will be based on the anticipated impact to the roads, but will not exceed \$500. All Road Impact Fees will be allocated to KPOA road maintenance and cannot be diverted for other KPOA expenses.

**3.5 Utilities:** All utilities in The Knolls shall be underground. This includes propane tanks for any use. If a property owner desires, utility boxes or pedestals may be concealed from view. Plantings must comply with local utility company regulations and be consistent with the rest of The Knolls landscape. (Call before you dig)

**3.6 Easements:** Easements for installation and maintenance of utilities, drainage facilities and any other such easements are reserved as shown on the recorded plat. Property owners and builders must not place structures or improvements (other than approved landscaping) within any easement. Any structure, improvement, or landscaping located within the easement is subject to being damaged, destroyed, or removed, at the owner's expense, by the easement owner without compensation or replacement being provided. Each lot owner shall be responsible for maintenance of easements located on their property.

**3.7 Variances:** Any property owner may petition the KPOA Board via the KACMC for a variance from these building limitations and requirements. Applications for a building or construction variance will be considered individually based on the overall design of the proposed house/structure in relation to its lot and compatibility with other homes in The Knolls Subdivision. Any application for a variance must be accompanied with documentation proving that the quality and style of the proposed construction will be equal to or greater than the requirements set forth in these building limitations and requirements. The potential for setting a precedent regarding future variance requests will be taken into consideration in the KACMC's recommendation to the KPOA Board and the Board's subsequent decision regarding the variance request.

**3.8 Septic System:** The Knolls Subdivision has numerous lots wherein the land cannot accommodate a septic system for the residence. As a result, a common septic system (STEP System), was originally designed for the purpose of providing sewage disposal. This sub-section addresses the lots to which this information pertains.

- a. Lots 23, 26, 27, 28, 29, 30, 32, 33, 35, 43, 44, 45, 46, 47, 48, 51, 67, 68, and 69 shall be connected to a STEP System using a common drain field. The individual lot owners shall be responsible for the following components: STEP located on their lot, pumps and pipes up to the connection to the main line, and any other portion of the system located on their lot. The KPOA shall be responsible for the following components of the system that is common to all the lot owners: the connection to the main line, main line, common tank(s), drain field, and any other portion of the system on common areas owned by the KPOA.
- b. The STEP System shall meet or exceed the requirements promulgated by Washington County, State of Arkansas, and the Arkansas Health Department.
- c. The STEP System will be constructed in accordance with the rules and regulations of the Arkansas Department of Health to provide sewer service for the above specified lots. All wastewater equipment will be based on the original design of the system. In no case shall a lot owner alter, repair, or redesign any portion of the KPOA elements of the STEP System without approval of the KPOA.

- d. The KPOA will contract with an operator or company holding all necessary licenses and permits to operate and maintain the STEP System and ATUs as required by Washington County, State of Arkansas and the Arkansas Department of Health.
  
- e. It is expressly understood that the KPOA shall have access to all components of the STEP System for purpose of installation, operation, and maintenance of the system. The KPOA (or its designated operator) shall have an easement to enter upon private property for the purpose of installation, inspections, service, or repair of all individual and KPOA portions of the STEP System.
  
- f. The STEP System is only for the use of homes connected to the STEP System by the main line. Only domestic wastewater generated on site is allowed into the STEP System.
  
- g. In addition to the annual dues, STEP System lot owners shall have an additional charge for maintenance of the STEP System to cover the KPOA's costs associated with said system. The individual lot owners shall be responsible for the expense to install and maintain all of the individual lot owners elements located on their lot and the ongoing charge by the operator or company contracted by the KPOA. Any additional expenses resulting from repair and/or maintenance of the STEP SYSTEM will only be shared by the aforementioned lots referenced in 3.8(a) through a special assessment.

**SECTION 4. Grounds Maintenance (private and common) Requirements and Other Restrictions:**

**4.1 Yard and landscaping requirements/restrictions:** The front and side yards of all dwellings shall have a lawn (meaning sod or hydra-seeded) within thirty (30) days of obtaining an occupancy certificate. This area must also have an adequate irrigation/sprinkler system to provide a sustainable water source. If a dwelling is completed during the months of March through October, its yard shall be landscaped within sixty (60) days of obtaining an occupancy certificate. The property owner/builder must present an initial landscaping design plan to the KACMC for review and submission to the KPOA Board for approval. The initial landscaping plan will include the proposed size, type, and location of vegetation, shrubs, grasses, trees, or any other pertinent landscaping feature. Owners and builders are highly encouraged to retain trees during construction. If construction activity requires that some trees be removed, the proposed site plan and landscape plan must be submitted to the KACMC prior to trees being removed. After KPOA Board approval of a landscape design, no healthy living tree exceeding six (6) inches in diameter, as measured at chest height, shall be removed without prior request to the KACMC and receiving KPOA Board approval. Property owners deliberately cutting healthy trees exceeding these measurements may be assessed a fine of \$1,000 per tree. Diseased and/or dangerously damaged trees may be removed at the property owner's discretion.

- a. Trees:** A minimum of four (4) trees shall be included in the landscape design for the front yard. The size of the four said trees must be a minimum of two (2) inches in diameter at the base, as measured within twelve (12) inches of ground level after planting. After clearing for home construction, no healthy living tree on any lot may be cut that exceeds six (6) inches in diameter, as measured at "chest height" from ground level without a prior request to the KACMC and receiving KPOA Board. Dead or heavily damaged trees are often eyesores detracting from the beauty of the neighborhood and can be dangerous. Dead-standing trees in front and side yards (and backyards if in reasonable or



imminent danger of falling on people or structures) must be removed both for aesthetic and safety reasons.

**b. Fences: Fencing of the front yard is prohibited.** Fencing of rear and side yards, including privacy screens must be of metal “picket-type” construction. “Solid panel” privacy fences are prohibited. The KACMC may recommend to and the KPOA Board may approve a variance on a limited basis. No wire, wooden or chain link fencing is allowed other than the items listed directly below; fencing the front yard is not allowed. Kennels for approved animals may be made of chain link, but must be approved by the KACMC. Fencing for gardens may be made of wire, but must be approved by the KACMC and must follow location guidelines outlined in section 6.7. Smaller fences used to screen things like HVAC units, utility connections, trash containers or whole-house standby generators may be of wood and of solid panel design. No fencing may exceed six (6) feet in height. All fences shall be recessed at least ten (10) feet from the front of the dwelling. All fence plans must be submitted to the KACMC for review and approved by the KPOA Board. No lot or any portion of any lot is allowed to be fenced unless there is a dwelling on the lot.

**c. Mailboxes:** Prior to occupancy of any new home, the property owner/builder shall construct a mailbox that has been submitted (design and site location) to the KACMC and approved by the KPOA Board. Mailboxes must comply with U.S. Postal Service requirements and shall have a masonry veneer consistent with the home design and the materials used in the subject home.

**d. Lawns:** All yards shall be maintained and groomed as required to be consistent with other homes and property within The Knolls subdivision and to comply with the overall architectural and aesthetic requirements of

neighborhood. Lawns and landscape material/plantings must be regularly watered and fertilized to keep them in good and healthy condition. Lawns must be mowed on a regular basis so that they do not become unsightly. Failure to maintain a lawn and a yard in general may result in a property owner being fined and/or assessed for work that may be required to address poor yard maintenance practices. The property owner will be notified of KPOA Board concerns regarding their yard and provided an opportunity to correct the situation before a fine/assessment is levied.

**e. Swimming Pools:** Only professionally installed “in-ground” swimming pools are allowed. Swimming pools must be located in the back yard and properly fenced in accordance with the fence standards specified in section 4.1b. (above) and in compliance with Goshen city regulations. Above ground swimming pools are not allowed.

**f. Common Areas:** All KPOA-owned common areas and facilities shall be available for use during the day by property owners or their guests only. Camping or overnight occupancy of any common area or facility is not allowed.

**4.2 Vehicle Parking:** All vehicles shall be parked in the garage or driveway of the owner’s dwelling. The subdivision’s streets shall not be used as a place to permanently park or store vehicles. Parking or storing any recreational vehicle, watercraft, etc. in a driveway (or on a lot within view of the street or of any neighbors) for more than one week is not allowed. The above restrictions apply, but are not limited to recreational equipment, motor homes, boats/jet skis, travel trailers, campers, transportation trailers and the like. Any vehicles regularly parked on the street (or on any lot within view of the street or of any neighbors) are subject to removal at the expense of the property owner. Vehicles of family or guests of property owners are allowed to be temporarily parked on the street but

not for prolonged periods (i.e. longer than a few days). No large multi-axle vehicle or tractor-trailer type vehicle, or any vehicle requiring a commercial driver's license may be parked on any street in The Knolls or any portion of any lot except for moving or delivery of merchandise or materials to residences during move-in/move-out or construction and development activities. No inoperative or non-licensed vehicle shall be left on any subdivision street. No inoperative vehicle shall be parked in any driveway or parked on any lot for any more time than is reasonably required to either repair the vehicle or have it towed away.

**4.3 Temporary Structures:** No temporary structure shall be used for human or animal habitation. Temporary structures include, but are not limited to, trailers, tents, shacks, non-permanent garages, carports, vans, recreational vehicles, mobile homes or any other kind of non-permanent and non-KPOA-approved outbuildings. Builders and contractors are allowed such structures during the construction phase for storage and construction use only. All contractor-owned/rented structures must be removed prior to or at completion of the building project.

**4.4 Signs Posters:** No non-KPOA Board-approved signs or posters are allowed except as noted below:

- a. A professionally made sign noting the property is for sale.
- b. A professionally made construction sign noting the builder of the dwelling/structure under construction and the sign shall be removed once the construction is completed. Sign size shall not exceed five (5) feet by five (5) feet.
- c. Political and commercial signs or posters are prohibited.

- 4.5 Flags and Flagpoles:** Only the United States and Arkansas State Flags are allowed during the entire year. Other flags may be approved on a case by case basis by the KACMC for short durations and must be mounted on standard flag holders which are attached to the dwelling in appropriate places (I.e. front porch columns, deck railings, etc.) or flag poles approved by the KACMC. Game day flags (representing colleges, schools, professional sports teams) may be flown on game day only. Flagpoles are allowed but their placement and construction material, type, height, lighting requirements/placement, etc. must be approved by the KACMC prior to placement.
- 4.6 Sight Distance at Intersections:** Walls, fencing, shrubs, hedges, trees, or other improvements constructed or planted at or near the intersections of streets within The Knolls shall not obstruct a clear and open view of the intersection and be in compliance with the codes, regulations, and ordinances of the City of Goshen, and the State of Arkansas.
- 4.7 Pets:** Dogs, cats, and other “normal” (non-exotic or dangerous) household pets may be kept, provided that they are not kept for commercial purposes. The number of dogs and cats shall be limited to four (4) total in any combination. The outside living area for pets must be maintained and kept clean at all times. All living areas for said pets must be in the rear or side yard. The walking of dogs on a leash is allowed, provided an owner/walker picks up any droppings from the pets. No exotic or dangerous “pets” are allowed. Dogs barking for a prolonged period of time are to be brought inside.

- 4.8 Streetlights:** Only the existing streetlights or new ones that are KPOA-approved are allowed. Any column, post light, or streetlight in addition to the Knolls-provided streetlights must first be approved in writing by the KPOA Board/KACMC. An exception is made for one low-illumination type light needed to illuminate a U.S. and/or Arkansas State Flag providing said light does not illuminate a neighboring property or annoy a neighbor and is of only such brightness needed to discreetly illuminate the flag(s).
- 4.9 Trash Containers:** Property owners must either contract to have their trash collected by a licensed trash-removal contractor or dispose of their trash themselves in a responsible manner. No trash burning, trash storage, or trash piles of any kind are allowed. Trash will be placed at the street for collection by a trash collection contractor. Trash should be placed in sturdy containers to prevent animals from tearing trash bags open and scattering trash throughout the neighborhood. Trash containers should be placed out no sooner than the evening prior to the collection day and returned to the garage or behind a storage screen as described in Section 4.1 b once the trash has been collected, no later than the end of the day.
- 4.10 Basketball Goals:** The placement of all basketball goals must be on the side yard or backyard of the home.
- 4.11 Heating and Cooling Devices:** No structure on any lot shall be permitted to have a heating or cooling device placed in a window or any other opening which can be viewed from the street or adjoining lots (this restriction does not apply during the construction of the structure).
- 4.12 Variances:** Any property owner may petition the KPOA Board of Directors via the KACMC for a variance from the limitations and requirements

presented above in section 4. Applications for a variance will be considered individually based on the specific individual request and the potential impact on the entire neighborhood. The potential for setting a precedent regarding future variance requests will be taken into consideration in the KACMC's recommendation to the KPOA Board and the Board's subsequent decision regarding the variance request.

## Section 5. Builders and Contractors

**5.1 Construction plans submission and approval:** Prior to any site work or construction, a lot owner shall submit to the KPOA Board and the KACMC (and by extension the KPOA Board) for review and approval the name, address, and telephone number of the lot owner and of the building contractor. See Section 2.5 for submission requirements.

**5.2 Building material and construction activity:** No building materials or equipment shall be placed or stored on a lot prior to approval of the Building Packet. Construction sites shall be kept neat and orderly. A standard construction dumpster or debris bin is required at the construction site to contain construction debris – no construction burn piles are allowed. Dumpsters must be emptied when full. If said requirements are not adhered to, The Knolls KACMC/KPOA Board may hire a cleanup crew to perform the task. Should the POA incur expenses associated with a construction site, said expenses shall be deemed a lien upon the lot/structure until paid. Portable toilets must be on all job sites during home construction. Upon completion of the building project all remaining materials, trash, dumpsters, portable toilets, etc. shall be removed from the lot and The Knolls Subdivision within ten (10) calendar days.

**5.3 Construction Timeliness:** Once construction on a dwelling/structure is commenced, the construction must be completed within twelve (12) months with one (1) automatic extension of six (6) months. Additional requests for extension must be

submitted to the KACMC for review and recommendation to the KPOA board for approval.

## Section 6. Prohibited Activities

**6.1 Home Occupations:** Timing of home occupation will be allowed only as defined and set forth in the ordinances of the City of Goshen, Arkansas. Additionally, no home occupation or regular non-residential activity is allowed that involves a frequent or repeat flow of visitors to the neighborhood. Such occupations or activities might include, but are not limited to, child day care, vehicle repair, exercise classes, academic, athletic, hobby/craft, or religious instruction unless the KPOA Board grants a variance. No other activity which may become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of any property owner or which degrades property value or distracts from the aesthetic beauty of The Knolls shall be allowed.

**6.2 Offensive Activities:** No repair work, dismantling or assembling of any motor vehicle, boat, or machinery shall be done on any lot/driveway/yard unless in a fully enclosed garage or other structure and only if for personal property owner, noncommercial purposes. Further, no part of any lot shall ever be used for any manufacturing, mercantile, storage, vending or other such nonresidential purpose or storing or commercial materials, sales or vending activities.

**6.3 Garage Sales:** Random, non-POA-approved garage sales are not allowed. POA-authorized garage sales will only be held on an annual or semi-annual basis and only as a Knolls-wide neighborhood event. The dates of such sales shall be determined by the KPOA Board.

**6.4 Sound and Noise Restrictions:** No exterior speaker, horn, whistle, bell, or other sound device, which is unreasonably loud or annoying except security devices used exclusively for security purposes, shall be located or placed upon any lot. The playing of loud music or amplification of any sounds or noises from windows, porches or decks shall be considered offensive and obnoxious activity constituting a nuisance. Repeated offensive noise generation may result in a KPOA-imposed fine or subsequent lien against the property.

**6.5 Fireworks:** Fireworks are only allowed during the celebration of Independence Day and one day prior and one day after Independence Day. All fireworks must comply with all city and county regulations. A variance may be requested for a community-wide event on a day other than described above as long as it abides by Goshen city regulations.

**6.6 Hunting:** Hunting of any type is not allowed; limited exceptions may be granted by the KPOA Board for the purpose of addressing wild, and/or nuisance, and/or destructive animals.

**6.7 Agriculture:** No organized or commercial agricultural activity or business is allowed. Property owners may plant vegetable gardens as long as these gardens are in the backyard, or side yard of the home and are well-kept and non-obtrusive. No livestock of any kind, no exotic, wild, dangerous, non-domesticated, or other such animals shall be kept, raised, or sheltered on any lot or in any home within The Knolls. No regularized commercial animal breeding of any type is allowed.

**6.8 Oil and Mining:** No oil or mineral drilling, development or refining, quarrying or mining operations of any kind are allowed.



**6.9 Clotheslines:** Clotheslines of any type are not allowed and will not be approved.

**6.10 All-terrain Vehicles and Sports Motorcycles:** Use of all-terrain vehicles (ATVs) and sports-type/competition motorcycles ("Dirt Bikes") of any type within The Knolls Subdivision is prohibited, with the exception of maintenance vehicles used to maintain The Knolls. Golf carts and side by side utility vehicles may be used for transportation within the neighborhood and for assistance with yard and property maintenance.

**6.11 Nuisances:** No noxious, destructive, or offensive activity as defined by these protective covenants and restrictions, city ordinances, and state or federal law or regulations shall be carried on in any structure, upon any lot or common area or street in The Knolls. Nor shall anything be done in any structure, upon any lot, common area or street which is or may become an annoyance or nuisance to the neighborhood or any owner of any other lot in The Knolls. Grass on all lots, developed or not, shall be kept neatly cut and shall not be allowed to become unsightly. Grass/lawns on developed lots must be cut and weeds controlled or removed. Fences or outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood or any neighbor. If a property owner fails to maintain his/her property, the KACMC/KPOA Board may have the grass or weeds mowed and/or perform maintenance upon fences, outside structures, or outdoor decorations, or remove building materials and debris, and shall be entitled to charge a reasonable fee to the property owner for said service(s) and be entitled to file a lien for said expenses pursuant to the procedure set forth in these protective covenants.

**6.12 Sex Offenders:** Sex Offenders. No owner or resident of any Lot who is a convicted sex offender as defined in Arkansas Code Annotated Section 12-12-901 et. Seq, or who is required by the law of any other state to report his or her conviction status for a sex related offense, shall have use or access to any common area within The Knolls Subdivision. Furthermore, any Owner who allows a sex offender (as defined above) to

reside in the Owner's residence, or who allows a sex offender (as defined above) to use the common areas of The Knolls Subdivision shall result in the immediate suspension of all privileges of the common areas within The Knolls Subdivision.

## **Section 7. Common Areas**

**7.1 Definition:** The Knolls common areas includes the park areas (green space), two ponds, and the sports complex (pool, tennis court, pool house, and green space behind). There is no designated parking for the park areas or the ponds; KPOA members may park their vehicles on the road near these areas for their use. The sports complex has a parking area for KPOA members and their guests.

**7.2 Usage:** The common areas are for use by KPOA members and their guests. Guests may not use common areas without a KPOA member present. Repeated violation of this usage by guests of KPOA members may result in suspension of common area usage by the KPOA member and/or fined \$100, per occurrence, assessed to the KPOA member(s).

### **7.3 Sport Complex (Swimming Pool, tennis court, pool house)**

- a. **Definition:** The sports complex encompasses the tennis court, pool, and pool house; this entire area is accessible through the same gate.
  
- b. **Access:** The sports complex is gated with a lock; the combination can be found in the members area on the Knolls website: [www.theknollsnwa.com](http://www.theknollsnwa.com). Only members in good standing, with a signed rules acknowledgements on file, and signed liability waivers will be provided access to the sports complex. Acknowledgements and waivers are also accessible at the aforementioned website which can be submitted via email to: [admin@theknollsnwa.com](mailto:admin@theknollsnwa.com) or

provided to a KPOA Board member. KPOA members will receive an email confirming their access to the sports complex and will be provided with a password to access the code on the Knolls website. The code to the lock(s) will be changed periodically to prevent unauthorized usage.

- c. **Sports complex rules:** a complete list of the KPOA sports complex rules / swimming pool rules is listed on the Knolls website: [www.theknollsnwa.com](http://www.theknollsnwa.com) . KPOA members will adhere to the rules listed or access to the sports complex will not be provided; abuse of privileges and/or violation of rules will result in a revocation and denied access of the sports complex and may result in a \$100 fine per occurrence of the KPOA member as a result of their actions or of that caused by their guest(s).
  
- d. **Tennis Court usage:** The tennis court is only to be used by KPOA members and their guests. The tennis court is used on a first-come-first-serve basis. If someone is waiting to use the tennis court, usage will be limited to 1 hour of play. Non-marking soles are the only footwear allowed on the tennis court. No bicycles, scooters, skateboards, rollerblades, etc are allowed on the tennis court.
  
- e. **Pool house usage:** The pool house is only to be used by KPOA members and their guests. KPOA members must close the pool house appropriately (as outlined by the checklist found in the pool house) and ensure the area is clean and tidy before leaving; the last KPOA member leaving the pool house is responsible for this task regardless of the time of day or if others are planning on returning at a later time.
  
- f. **Private Parties and reservations:** The pool house can be reserved for parties; access to the bathrooms must be provided to KPOA members and their guests,

during hours the pool is open, who are not part of the private party. A schedule for reservations will be maintained on the Knolls website. Requests for reservations must be sent in advance to admin@theknollsnwa.com.

## **Section 8. Enforcement Provisions**

**8.1 Persons Who May Enforce These Covenants:** The KPOA Board itself as well as any property owner in The Knolls Subdivision may lodge a concern/complaint with the KPOA Board of Directors and petition the Board to enforce these protective covenants. A property owner noting a concern or formally lodging a complaint against another property owner or the KPOA Board/KACMC must submit said concern/complaint in writing to the KPOA Board of Directors. The KPOA Board will respond in writing to the complainant within 10 (ten) days defining what if any action it will or will not take to address the concern/complaint. The KPOA Board as well as any property owner in the Knolls has the right and power to enforce by a proceeding at law or in equity, all conditions, covenants, and restrictions set forth in these Covenants. Failure to enforce shall not be deemed a waiver of the right to do so at a subsequent time.

**8.2 Binding Effects on All Parties:** All owners shall be deemed to have agreed to, and thereby covenanted with, all the other owners of all other lots within The Knolls, and with their heirs, successors, and assigns to conform to and observe the restrictions, covenants, and stipulations contained herein for a period as hereinafter set forth in 8.3, below. These protective covenants may be amended at any time by a two-thirds (2/3) majority of property owners. Any such vote shall require the execution of a document indicating each KPOA member so voting, and each vote shall be duly acknowledged. No amendments shall be allowed which would be in violation of the City of Goshen, Arkansas state law, and Arkansas zoning designations in effect at the time of the amendment. No changes to these protective covenants shall be valid unless the same shall be placed on record in the office of the Recorder of Washington County, Arkansas.

**8.3 Duration of Covenants and Restrictions:** These covenants and restrictions shall run with the land for a minimum of thirty (30) years from the date they are recorded in the Washington County, Arkansas, Courthouse. Said covenants and restrictions shall be automatically extended for successive ten (10) year terms without further action unless terminated by a two-thirds (2/3) majority of property owners.

**8.4 Release of Liability:** The Knolls POA, The KPOA Board of Directors and the KACMC shall not be liable to any developer, investor, owner or their licensees, employees or guests for damages of any kind; nor shall any of the listed persons or entities be liable for any injuries or damages of any kind to person or property sustained by guests, licensees, employees or invitees, or any person upon a lot or common area; nor for any damages arising out of the negligence of an investor, developer or property owner, or guests, licensees, employees, agents, or invitees. All owners hereby agree to release The KPOA, KPOA Board, KACMC for any injuries sustained while using the common areas of The Knolls Subdivision.

IN WITNESS WHEREOF, the Association of the undersigned Members, constituting at least a Two-Thirds (2/3) of the Members have caused this Declaration to be executed as of the day and year first above written.

Association:

The Knolls Property Owners Association

By: Kim Holt

By: R. Scott Leekha

Office: Treasurer

Office: Secretary

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

On this the 12 day of September, 2019, before me, a Notary Public personally appeared, Kim Holt, R. Scott Leekha known to me (or satisfactorily proven) to be the President of The Knolls Property Owners Association and acknowledged he executed the foregoing instrument under the authority and in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public

My Commission Expires  
July 02, 2025

