

# Deed Restrictions HOA

L202569727 12/11/2025 9:27:52 AM  
Recorded - Benton County, AR  
Brenda DeShields, Circuit Clerk

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BEAVER LAKE HOMES, LLC, dated October 1<sup>st</sup>, 2025, BEAVER LAKE HOMES, LLC, herein called Developer, and the undersigned lot owners, herein collectively called "Owners", are the owners of more than 75% of certain platted lands known as Arrowhead Cove, in Benton County, Arkansas, and the plat thereof appears of record in the office of the Recorder of Benton County Circuit Clerk and Recorder, dated 11/6/2025 11:22:41 AM and referenced as L202562694

NOW THEREFORE, Owners hereby adopt the Protective Covenants stated herein and agree that the stated covenants shall apply to all of the property now plated as Arrowhead Cove, Benton County, Arkansas, as covenants running with the land:

## 1. SCOPE OF APPLICATION.

These covenants shall apply in there entirety to the area now known and described as Arrowhead Cove Phase 1 (Tracts 1, 2, 3, 6) and Phase 2 (Tracts 4, 5) to Benton County, Arkansas, as shown on the recorded plat thereof.

## 2. EXLUSIVE BUILDER RIGHTS

- A. Beaver Lake Homes, LLC herein called Developer, is the exclusive builder for Arrowhead Cove. All residences, buildings and other allowed structures stated within must be constructed by Beaver Lake Homes, LLC. A contract to build is required to be signed with Beaver Lake Homes, LLC within 12 months of closing on a tract.

## 3. LAND USE AND BUILDING TYPES.

- A. No lot shall be used except for residential purposes, except those tracts of land specifically designated as "common areas". Except for the business of the Developer and furtherance of its sales program, the practice of any profession or the carrying on of any business or commercial activity is prohibited within the subdivision. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling. A private garage is permitted. Out-buildings may be permitted in the discretion of Beaver Lake Homes, LLC. Such out-building must be of a character and material consistent with the principal residence and the subdivision. If two or more adjacent lots have a common owner, then the common lot line or lines of the lots may be considered to be removed and the lots considered as one for compliance.  
The total heated living space of the main structure, exclusive of one-story porches, carports, and garages, shall not be less a minimum total of 2500 heated sq. feet.
- B. In order to preserve, to the extent possible, the natural beauty of the Subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the Subdivision and to protect and enhance the property, the

developer, Beaver Lake Homes, LLC does hereby create the Arrowhead Cove Architectural Control Committee (ACACC). Said Committee shall approve the details of construction plans, including placement of the dwelling on the lot. The Developer shall perform the function of the ACACC until such time as the Subdivision is 100% sold and built out at which time the ACACC will be turned over to the Arrowhead Cove Property Association.

C. No building or improvement of any type shall be constructed, erected, placed or "altered upon any lot or property within the Subdivision and no grading shall be commenced until building plans and specifications, plot plan and construction schedule have been approved by the ACACC. Any modification to the exterior of any improvements in a manner not previously approved by the ACACC shall be submitted as provided above. Approval or disapproval of any plans must be given by the ACACC within 30 business days from submission or same shall be deemed to have been approved.

D. All approvals shall be withheld until all submissions for a given project are in complete compliance with the applicable covenants. THE APPROVAL OF PLANS AND SPECIFICATIONS AS REQUIRED HEREIN FOR THE MUTUAL BENEFIT OF THE OWNERS WITHIN THE SUBDIVISION AND SHALL NOT BE CONSTRUED AS AN APPROVAL OR CERTIFICATION THAT SUCH PLANS AND SPECIFICATIONS ARE TECHNICALLY SOUND OR PROPERLY ENGINEERED.

E. The authority granted to the Architectural Control Committee shall include, but not be limited to, review and approval of the color, materials used in construction, size and design of each and every structure located within the subdivision. The authority granted to the Architectural Control Committee and the interpretation of its rules and regulations shall be liberally construed for the benefit of the other property Owners within the subdivision. All such designs and specifications affecting the exterior, including size, of any structure as submitted to and approved by said Architectural Control Committee may be modified by submission of such modification for consideration of the Architectural Control Committee.

F. Clear cutting lots is not permitted. Select trees may be removed and or trimmed to provide a clear building site or enhance the view of any given lot. A plan showing the trees to be removed must be submitted to the ACACC prior to any trees being removed.

#### GENERAL RESTRICTIONS

- a. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- b. No tent, shack, or barn shall be erected on any lot in this subdivision, temporarily or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of a short duration shall be considered as excluded by this provision if located on a property where a home has been constructed. Camping upon any lot upon which a dwelling has not been constructed is prohibited.
- c. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.



- d. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition
- e. No building material of any kind or character shall be placed or stored upon any lot in the addition until the Owners is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines.
- f. All driveways in the addition shall consist of a hard surface, either concrete or asphalt, or other material acceptable to the ACACC, for their entire width and length.
- g. No trucks, mail cans, dune buggies, golf cans, mobile homes, commercial vehicles, motor homes, travel trailers, campers, boats, motors or trailers shall be kept on the lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as not to be visible from the street. However, subject to the approval of the ACACC, boats or other motor vehicle may be stored on the rear of a lot provided such storage is not visible from any street or from any other lot within the Subdivision.
- h. Four-wheelers, golf carts, and other small forms of motorized transport may be operated in the streets or right-of-ways within the subdivision for purposes of transport to the lake access or other common areas only. Such vehicles shall be operated in a quiet, safe, and responsible manner within the subdivision.
- i. Short-term, vacation type rentals of dwellings within Arrowhead Cove shall be prohibited. Short term rentals shall be defined for these purposes as any rental for a period of less than 12 months

#### 4. BUILDING LOCATION.

No Building shall be located nearer than 25 feet from the front yard line or roadway, whichever is greater, or nearer than 10 feet from any interior or side line or nearer than 25 feet from any rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered a part of the building. In order to provide for construction on a given lot, these set back requirements may be modified, in writing, by ACACC.

#### 5. MAIL RECEPTACLES.

All properties within the Subdivision shall receive mail service at the community mail box unit established by the Owners on common property near the front entrance to the Subdivision.

6. PROPERTY OWNERS' ASSOCIATION, MEMBERSHIP DUES AND CREATION OF LIENS.

(A) For the purpose of maintaining areas to be used in common with tracts 1, 2, 3, and 6 (known as Phase 1), all property owners shall be responsible for maintenance and improvements of the; entrance, security gates and fencing, streets (Arrowhead Cove Lane), drainage, and such other activities in Phase 1 and undertakings as may be for the general use and benefit of Owners' and residents of the property each and every lot Owners in Phase 1, Phase 1 and Phase 2 shall be responsible for maintenance and improvements to the shared trail system, in accepting a conveyance of any lot in this subdivision, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Arrowhead Cove Association, a non-profit corporation

(hereafter, the POA). Each such member of the POA, including the developer, shall have one (1) vote for each lot owned within the Subdivision.

(B) The Property Owners Association may, by majority vote of its duly elected Board of Directors, levy assessments or dues against all lot Owners in order to defray the costs of performing maintenance or repairs upon common property within the subdivision. All property Owners in the subdivision shall pay the required dues, including, if applicable, any such assessments or dues hereafter associated with the, shall constitute a lien upon the property owned by such Owners in the Addition and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.

All delinquent assessments shall bear interest at the rate often percent (10%) per annum from the date the same become due until they are paid. and the association shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments or dues, all of which may be a part of the lien for dues.

(C) The liens herein created or retained for unpaid assessments or dues to the Property Owners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendors liens securing obligations of Owners of any of the lots in the addition up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six ( 6) months thereafter or until the residence upon such property is occupied., whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive, mortgages, deeds of trust, and vendors liens given by property Owners to secure obligations, together with all extensions and renewals thereof

7. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.

If the Owners or occupant of any lot fails to observe any covenant and if the default continues after ten (30) days written notice to the Owners, then the Developer, its successors or assigns, may without liability to the Owners or occupant in trespass or otherwise, enter upon ( or authorize one or more others to enter upon) the lot, remove or cause to be removed the garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the lot in a neat, attractive and healthful and sanitary condition, and may charge the Owners or occupant of



such lot for the reasonable costs of such work and associated materials. The Owners or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay the statement immediately upon request. The Owners, or any other property Owners within the Subdivision, may bring any action provided by law, either at law or equity, for the enforcement of these Covenants.

#### 8. TERMS OF THE COVENANT.

These covenants shall run with the land. All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the Owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 5 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then Owners of lots in the addition agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by the Owners of 75% of the lots in the addition. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of Owners.

#### 9. RIGHT TO ENFORCE.

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present Owners, their heirs, successors and assigns, future Owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the Owners of other lots in the addition, their heirs, successors and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the addition. Any Owners or Owners of lots in this Addition, or Owners, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction, shall in no way affect any of the other provisions hereof which will remain in full force and effect.

IN WITNESS WHEREOF, the Owners has hereunto set its hand and seal this 11 day December 2025

ARROWHEAD COVE Owners ASSOCIATION

By: 

President

ACKNOWLEDGEMENT

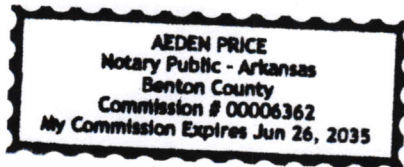
STATE OF ARKANSAS)

)ss

COUNTY OF BENTON)

ON THIS DAY before the undersigned, a )Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared Ron A Hefty, to me well known or satisfactorily proven to be the President of the Arrowhead Cove Owners Association, the party in the foregoing instrument and stated that he had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 11<sup>th</sup> day of December 2025.



User Name: CHELSEA  
CERTIFICATE OF RECORD  
STATE OF ARKANSAS, COUNTY OF BENTON  
I hereby certify that this instrument was  
Filed and Recorded in the Official Records  
L202569727 12/11/2025 9:27:52 AM  
Brenda DeShields, Circuit Clerk  
BENTON CO, AR FEE \$40.00