

**FIRST AMENDMENT TO BILL OF ASSURANCES AND PROTECTIVE COVENANTS
AND RESTRICTIONS FOR BRIGHTON HEIGHTS, A SUBDIVISION OF THE CITY OF
BENTONVILLE, ARKANSAS**

KNOW ALL BY THESE PRESENTS

WHEREAS RES ONE, LLC, an Arkansas limited liability company entered into a Bill of Assurances and Protective Covenants and Restrictions for Brighton Heights, a Subdivision of the City of Bentonville, Arkansas on December 6, 2004, recorded as Document #2004 56571, and amended on March 26, 2006, recorded as Document #2006 15132 ("Covenants").

WHEREAS RES ONE, LLC assigned its interest in the real property described in said Covenants to Brighton Heights Property Owners Association, Inc. ("POA").

WHEREAS the POA desires to further amend the Covenants with the following:

Paragraph 34. ASSESSMENTS: shall be deleted in its entirety and replaced with the following:

Lots owned by Res One, LLC shall not be assessed an annual assessment fee so long as the lot remains an undeveloped lot. Once title of a lot is transferred from Res One, LLC, there will be an annual assessment of three hundred fifty dollars (\$350), which assessment shall be for a full calendar year. Assessments will be due by April 30th of each year. For any lot purchases in mid-year, the lot owner at closing shall be assessed and pay the annual assessment prorated for the remainder of that year. Assessments shall be collected and paid to the Brighton Heights Property Owners Association, assessments shall be used for the repair, maintenance, upkeep, and replacement of the entryways, retention ponds, and surrounding areas, common areas, and improvements, public areas and parks and to pay the costs and fees paid to lawyers and accountants. By the two thirds (2/3) vote of the Board of Directors of Brighton Heights Property Owners Association or a majority vote of the owners of lots in Brighton Heights Property Owners Association the assessment may be periodically increased or decreased. By acceptance of ownership of a lot within Brighton Heights, a lot owner is agreeing to pay current and future assessments and is agreeing assessments shall be deemed a lien against the lot. The lot owner agrees a lien which results from a failure to pay an assessment may be foreclosed in the same

manner provided by Arkansas Law for the foreclosure of a real estate mortgage. Each lot owner agrees to pay Brighton Heights Property Owners Association cost and legal fees associated with the collection of delinquent assessments of foreclosures of liens. For annual assessments, each lot owner agrees to the following payment schedule, which includes penalties for late payments. This schedule in no way limits the ability of the Brighton Heights Property Owners Association to seek additional remedies:

Payment Date Range	Payment Amount
April 1 – April 30	\$350
May 1 – May 31	\$400
June 1 – June 30	\$450
July 1 – July 31	\$500
August 1 – August 31	\$550
September 1 – September 30	\$600
October 1 – October 31	\$650
November 1 – November 30	\$700
December 1 – December 31	\$750
January 1 – January 31	\$800
February 1 – February 28	\$850
March 1 – March 31	\$900

EXCEPT as amended herein, all terms and conditions of the Covenants shall remain in full force and effect.

EXECUTED THIS _____ day of _____, 2010.

Brighton Heights Property Owners Association, Inc.

Bill Thomas, President

Dan Irwin, Vice President

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF BENTON

Be it remembered that on this day come before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person the within named Bill Thomas to me personally known, who

Prepared by and Return to:
Nick Goodner, Attorney at Law
4607 SW Branch Street
Bentonville, AR 72712

stated he is the President of Brighton Heights Property Owners Association, Inc. and is duly authorized to execute the foregoing document for, in the name of, and on behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, use, and purpose therein mentioned and set forth.

In testimony thereof, I have hereunto set my hand and official seal this _____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF ARKANSAS

COUNTY OF BENTON

Be it remembered that on this day come before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person the within named Dan Irwin to me personally known, who stated he is the Vice President of Brighton Heights Property Owners Association, Inc. and is duly authorized to execute the foregoing document for, in the name of, and on behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, use, and purpose therein mentioned and set forth.

In testimony thereof, I have hereunto set my hand and official seal this _____ day of _____, 2010.

Notary Public

My Commission Expires: _____