

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

KNOW ALL BY THESE PRESENTS

RES.ONE, LLC, AN Arkansas limited liability company herein after referred to as "Declarant" as owner and subdivide of all lots in Brighton Heights, a subdivision to the City of Bentonville, Arkansas, hereinafter referred to as "Brighton Heights." By execution hereof, enters the following assurances, covenants, and restrictions with respect to the subdivision.

1. OWNERSHIP:

Declarant is the owner of the following described real property situated in Benton County, Arkansas, to-wit:

See Attached Exhibit "A"

The above described real property is being developed as Brighton Heights, a subdivision of City of Bentonville, County of Benton, State of Arkansas.

2. SINGLE FAMILY RESIDENTIAL LAND USE:

All lots within Brighton Heights shall be developed as single family residential lots in compliance with the regulations for R-1 zoning as defined and interpreted by the City of Bentonville, Arkansas, and Courts of competent jurisdiction and in compliance with the conditions, covenants, and restrictions contained herein, on the date these covenants and restrictions were executed.

3. BUILDING LIMITATIONS AND REQUIREMENTS

The subdivision and building codes of the City of Bentonville, Arkansas, as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in Brighton Heights. 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 the provisions of the conditions, covenants, and restrictions shall be resolved in favor of the more restrictive provisions. Building, architectural, and design specification shall be in accordance with the codes and regulations of the City of Bentonville, Arkansas, specifically those pertaining to development of land zoned R1 (Residential 1).

Individual Homes:

- a. Brighton Heights shall contain a minimum of twenty two hundred (2200) square feet of heated living space.
- b. Each dwelling shall have a private garage for not less than two (2) cars. All garage doors must be of section type, with automatic garage door openers.
- c. Each dwelling is required to have a concrete driveway.

- d. All homes and/or other structures constructed within Brighton Heights must have an architectural asphalt, tile, or wood shingle roof.
- e. No roof pitch on any structure shall be less than a 9/12 pitch.
- f. All homes must have one hundred percent (100%) brick, cedar, stone, or stucco on all exterior walls up to the top plate of the 1st floor. Total percentage of brick, cedar, stone, or stucco on all exterior walls of each house must equal eighty percent (80%).
- g. Any lot owner may petition the Architectural Committee for a variance from these building limitations and requirements. Each application for a variance will be considered individually based on the overall design of the proposed house in relationship to its compatibility with the other homes in Brighton Heights Subdivision. Any application for a variance will need to be accomplished with documentation proving that the quality of the proposed construction will be equal to or greater than the requirements set forth in these building limitations and requirements.

Compliance with the above referenced ordinances, conditions, and restrictions, and any future revisions and/or additions to said ordinances, conditions, and restrictions, shall be judged, determined by and require prior approval by the Architectural Committee. The Architectural Committee shall view and approve all exterior plans and specifications for all structures prior to construction and be given the power to amend and/or alter any design plans or specifications prior to approval for construction within Brighton Heights. Any alterations or recommendations made by the Architectural Committee must be revised and said plans and be resubmitted to the Architectural Committee for approval prior to construction. Revisions to prior approved architectural plans are discouraged; however, any revisions made to said exterior plans must be resubmitted to the Architectural Committee for approval.

In order to be apprised of current requirements, all owners and builders should contact the Architectural Committee prior to commencement of construction. The specifications and requirements for R1 zoning designation shall be deemed minimal requirements for the architectural and design specifications for Brighton Heights. The city specifications may be supplemented from time to time where not inconsistent with the original plans and architectural intent of Brighton Heights.

4. BUILDING LOCATION AND YARD RESTRICTIONS

No building may be located within twenty (20) of any lot line which is adjacent to a street, within seven (7) feet of the side lot lines, or within twenty five (25) feet of the rear lot line. All building codes and regulations to follow the City of Bentonville current set backs and guidelines. If two lots are purchased for purposed of constructing only one home, the interior side of 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 would then increase the size of both adjacent lots and for building purposes the interior side lot line limitations would be associated with and measured from the new property line created by the division. If both portions of the split lot were ever recombined for purposes of serving as a building lot, then the original restriction as to set backs would apply.

The front yard, the side yards and minimum of thirty (30) feet of the backyard shall be fully sodded within sixty (60) days and ninety (90) days, respectfully, following the date on which the dwelling is eligible for the issuance by the City of Bentonville of a temporary certificate of occupancy. Any variance must be submitted and approved by the Grounds Committee. All front yards shall be maintained and groomed as required to be consistent with the other homes within the subdivision and to comply with the overall architectural objectives of the Brighton Heights Subdivision.

5. BUILDERS AND CONTRACTORS

Prior to commencement of any site work or construction, a lot owner shall submit the name, address, and telephone number of the lot owner; the name, address, and telephone number of the building contractor; a complete set of construction plans and specifications to include exterior colors and finishes; and a plot plan reflecting the location of all improvements, and set back lines, collectively referred to as "Building Packet" to the Architectural Committee for review and approval. Within thirty (30) days after receipt of the building packet the Architectural Committee shall act upon the request and provide the lot owner approval or disapproval in writing. A building contractor is defined as a general contractor, building contractor, construction contractor or consultant, architect, design builder or owner, if he/she acts as their own contractor.

If the Building Packet is complete and the Architectural Committee fails to respond to a lot owner within the specified time period, said member may approach the Board of Directors of Brighton Heights Property Owners Association and request immediate action be taken to approve or disapprove the owner's submission. The Board of Directors shall have the authority to approve or disapprove the submission; however, must act within fifteen (15) working days of receipt of the owner's written request.

If both the Architectural Committee and the Board of Directors fail to act, if no suit to halt the proposed construction is commenced prior to the completion of said construction, and if said construction is in compliance with the ordinances of the City of Bentonville, Arkansas, written approval from the Architectural Committee shall no longer be required and the completed construction shall be deemed in compliance with the Brighton Heights conditions, covenants, and restrictions.

No building materials shall be placed or stored on a lot prior to approval of the Building Packet and the scheduled date on which construction is to commence. Construction sites shall be kept neat and orderly. Construction sites are to be cleaned daily of trash and scrap material. If said requirements are not adhered to Brighton Heights Property Owners Association may hire a cleanup crew to perform the task. Should Brighton Heights Property Owners Association incur expenses associated with the cleanup of a construction site, said expense shall be deemed a lien upon the lot until paid. Portable toilets must be on all job sites during construction. Upon completion of the building project all remaining materials, trash, dumpsters, toilets, etc. shall be removed from the lot and subdivision within ten (10) days.

6. HOME OCCUPATIONS:

Home occupations, as defined by the codes of the City of Bentonville, Arkansas, are prohibited.

7. FENCES

Fencing of the front yard is prohibited. Fencing of rear and side yards must be of brick, decorative iron, or wood construction. Except for fencing constructed for the purpose of screening by Declarant, 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. No wire or chain link fencing is allowed. Fencing shall not infringe on neighboring lots or the common grounds of Brighton Heights. All fencing plans and materials must be submitted to and approved by the Architectural Committee. Unless a dwelling structure is built on a lot, fencing of the lot is prohibited.

8. SIDEWALKS, DRIVEWAYS, AND STREETS

A lot owner may not cut or cause to be cut a street within Brighton Heights for any reason. Concrete driveways and street access points are to be constructed and completed by the owner prior to or at completion of the dwelling project. All driveways are to be of concrete base and may have a decorative type finish, example: brick lines, brick expansions, aggregate finish, pattern concrete, etc. Concrete sidewalks shall be constructed at the expense of the lot owner and shall be completed at the time the driveway is constructed. Sidewalks shall be the width that the City of Bentonville requires.

Sidewalks shall be made of concrete with a light broom finish expansion joints are to be cut on eight (8) foot centers. The length of sidewalks will vary with each lot; the sidewalk shall be the full street side width of the lot.

9. UTILITIES:

All utilities in Brighton Heights Subdivision shall be underground.

10. SATELLITE DISHES:

Satellite Dishes shall be twenty four (24) inches or less in diameter and shall not be visible from the street.

11. CABLE TV

Cable television access shall be supplied to each lot within the development.

12. OUTBUILDINGS AND PORTABLE BUILDINGS:

A small storage building no larger than 10x14 with shingles matching the house may be placed in the back or side yard. All plans for such structures must be presented to and approved by the Architectural Committee.

13. EASEMENTS:

Easements for installation and maintenance of utilities, drainage facilities and any other such easements are reserved as shown on the recorded plat. Lot owners are discouraged from constructing structures or improvements or landscaping within the easement. Lot owners are advised that any structures, improvement, or landscaping located within the easement is subject to being damaged, destroyed, or removed by the easement owner without compensation or replacement being provided the lot owner.

14. OIL AND MINING OPERATIONS

No operations associated with testing for, locating, or recovery of, and refining or processing of oil, gas, or minerals found upon or underneath Brighton Heights shall be permitted or located within Brighton Heights.

15. LIVESTOCK, POULTRY, AND PETS:

No livestock, poultry, exotic, wild, non domesticated, or other such animals (except as noted within) shall be kept, raised, sheltered on any residential building site within Brighton Heights. Dogs, cats, and other household pets must be maintained and kept clean at all times. All living areas for such pets must be in rear yard. The walking of permitted animals on a leash is allowed; provide an owner/walker picks up any dropping from said animal.

16. PARKING OF VEHICLES

* All vehicles, except recreational vehicles, shall be parked in the garage or driveway of the owner's respective lot. The Subdivision's streets shall not be used as a place to park or store vehicles. The parking or storage of a vehicle on a subdivision street for three (3) consecutive days of any given week shall be deemed a "routinely parked" vehicle. Licensed and non licensed recreational vehicles, of any type shall not be routinely parked on the streets of the subdivision or on any lot within the subdivision.

* The above restrictions apply to, but shall not be limited to recreational equipment, motor homes, boats, travel trailers, campers, transport trailers and the like. Any large trucks, tandem wheel tractors, or large commercial vehicles are strictly prohibited within the subdivision, except for moving and delivery purposes and development of a lot and new home construction. There shall be no parking permitted upon non-paved surfaces.

17. INOPERATIVE VEHICLES:

No inoperative or non- licensed vehicle shall be left on any subdivision street or owner's driveway in excess of three (3) days.

18. TEMPORARY STRUCTURES:

No temporary structure shall be used for human habitation. The builders and contractors are allowed such structures during construction phase for storage and construction use only. All such structures must be removed prior to or at the completion of the building project.

19. SIGNS AND POSTERS:

No 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 improvements, which sign shall be removed once the improvements are completed or occupied.
- c. Political, garage sale, and commercial signs or poster are permitted but only for the duration of their intended purpose.
- d. Any lot owner may apply for a waiver of a sign or for permission to place a sign on a lot by submission of the sign design, intended duration, and purpose to Brighton Heights. Applications for a waiver shall be prior to placement of a non-permitted sign.

20. SIGHT DISTANCE AT INTERSECTIONS:

Walls, fencing, shrubs, hedges, trees, or other improvements constructed or made near or at the intersections of streets within Brighton Heights shall be located and constructed in compliance with the codes, regulations, and ordinances of the City of Bentonville.

21. MAILBOXES:

Prior to occupancy of any dwelling structure located on a lot, the lot owner shall construct a mailbox which has been approved as to design and site location by the Architectural Committee.

22. STREETLIGHTS:

All streetlights shall be installed by Brighton Heights and dedicated to the City of Bentonville, Arkansas for public use and maintenance by the City.

23. CLOTHESLINES:

Outdoor clotheslines or poles are prohibited.

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24. BASKETBALL GOALS:

The placement of all basketball goals must be approved by the Grounds Committee. No basketball goals shall be placed in the streets of Brighton Heights.

25. TREE REQUIREMENTS:

Each lot within Brighton Heights Subdivision is required to plant and maintain one 4-6 inch diameter tree in front yard. If said tree is damaged or dies it must be replaced within a two (2) month period. A list of types of trees permitted will be provided by the Grounds Committee. Failure to replant or maintain the tree which leads to action by the Brighton Heights Property Owners Association requiring maintenance or replacement expenses shall be deemed a lien upon the lot until paid. The lot owner agrees a lien which results from failure to pay an assessment may be foreclosed in the same manner by Arkansas law for the foreclosure of a real estate mortgage.

26. NUISANCES:

No noxious, destructive or offensive activity as defined by City Ordinances and State or Federal laws or regulations shall be carried on or upon any lot or street, nor shall anything be done thereupon which may become an annoyance or nuisance to the Brighton Heights community and its homeowners.

27. ENTRYWAY AND MEDIAN MAINTENANCE AND UPKEEP:

Entryways, retention ponds and surrounding areas, public areas and parks, and common areas and improvements are an integral part of Brighton Heights and it is in the best interest of Brighton Heights that said such entryways, medians, retention ponds and surrounding areas, public areas and park, and common areas, and improvements be maintained at all times.

The cost of routine upkeep, maintenance and repair and replacement of entryways, medians, retention ponds and surrounding areas, and common areas and improvements shall be shared by each lot owner through annual or special assessments. Any upkeep, maintenance and repair of public areas and parks shall be at the discretion of the Board of Directors of Brighton Heights Property Owners Association.

28. SWIMMING POOLS

Swimming pools must be placed in back yard and properly fenced.

29. STREETS:

All street within the Brighton Heights development shall be dedicated to the City of Bentonville, Arkansas for public use and maintenance by the City.

30. GOVERNING STRUCTURE

By accepting ownership of property within Brighton Heights, each owner accepts membership within the Brighton Heights Property Owners Association, an Arkansas non-profit corporation formed to promote the collective and individual property and civic interests of all owners of Brighton Heights Property and to own, operate, and maintain any area which is now or which in the future may be designated common property and at its discretion publicly owned property such as the park area so long as the development and maintenance of park and publicly owned areas are in compliance with City codes and regulations.

By accepting ownership of property within Brighton Heights, each owner acknowledges, said property is now or will be subject to periodic assessments to be established and used for the construction, development, improvement, repair, and replacement of the entryways, retention ponds and surrounding areas, and common areas and improvements by the Board of Directors of the Brighton Heights Property Owners Association and agree if said assessments are not timely and fully paid said assessment and all costs, including legal fees, associated with the cost of collection of the same shall be deemed a lien on the property so assessed. The owner(s) of each lot in Brighton Heights shall be entitled to one (1) vote on any proposition or action placed before the membership of the Brighton Heights Property Owners Association for a vote. If more than one person or entity owns a single lot, the owners must collectively agree upon their single vote before casting same. If one or more entitles own more than one lot, the owner(s) are entitled to one (1) vote per lot owned.

31. ARCHITECTURAL COMMITTEE:

The Architectural Committee is established to insure, within its limited ability, that all dwellings and/or other exterior structures within Brighton Heights are compatible with the other dwelling and structures constructed or to be constructed within Brighton Heights.

The Architectural Committee for all new construction shall consist of four (4) builders. Appointed by Brighton Heights Property Owners Developer and owning lots in Brighton Heights Subdivision. At the time the lot and home has been sold the Architectural Committee will then be that appointed by the Brighton Heights Property Owners Association.

The Architectural Committee shall be appointed and shall serve at the discretion of the Board of Directors of the Brighton Heights Property Owners Association. The Architectural Committee shall have no less than one (1) member and shall have no more than three (3) members who shall own or be representative of the owners of property within Brighton Heights.

32. GROUNDS COMMITTEE:

The Grounds Committee is established to insure the streets, sidewalks, and common areas and improvements located there upon unimproved lots and the front and side yard of improved lots, are maintained, groomed and kept in good order. The Grounds Committee shall note any problems with mailboxes, entryways, retention ponds, and areas surrounding same, public areas and parks, common areas and improvements within Brighton Heights development. Any problems or violations noted by the committee shall be written up and reported for repair or correction to the proper parties. If the needed repair or violation is directed to a lot/ home owner, said owner has fifteen (15) days in which to correct the problem. If the owner fails to take measures to correct the problem, the Grounds Committee may report the violation or problem to the Board of Directors of Brighton Heights Property Owners Association for further action and follow-up.

The Grounds Committee shall be appointed and serve at the discretion of the Board of Directors of the Brighton Heights Property Owners Association. The Grounds Committee shall consist of no less than one (1) member shall have no more than (3) members, who will be owners or representatives of owners of property within Brighton Heights.

33. VIOLATIONS:

Any and all violations against a lot/homeowner(s) may result in a levy against the owner and the property by the Board of Directors of Brighton Heights Property Owners Association. All violations should be considered of the utmost importance and be addressed and responded to in a timely manner.

Correction of the item in violation should begin, as soon as possible. If you believe the violation is wrong or incorrect, please contact the issuing party of the violation as soon as possible.

34. ASSESSMENTS:

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 two hundred fifty dollars (\$250), which assessment shall be for a full calendar year. Assessments will be due January 1st 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

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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.

35. DURATION OF COVENANTS AND RESTRICTIONS:

These covenants and restrictions shall remain in effect for twenty five (25) years. Said covenants and restrictions may be extended for successive five (5) year terms if approved by a majority of the lot owners.

36. BINDING EFFECTS AND AMENDMENTS OF COVENANTS:

All persons or corporations, who shall acquire any lot within the Brighton Heights subdivision shall be deemed to agree, accept, conform to and observe the restrictions, covenants, and stipulations contained here in, and the By-Laws of Brighton Heights Property Owners Association and accepts membership in the Brighton Heights Property Owners Association.

Any amendment of these covenants and restrictions requires a majority vote by the lot/home owners within Brighton Heights.

No charges in the covenants and restrictions shall be valid unless the amended covenants and restrictions are properly recorded in the recorder's office of Benton County, Arkansas. No amendment shall be allowed which would be in violation of (R1) zoning in affect at the time of the amendment.

37. SEVERABILITY:

Invalidation of any restriction or portion of a restriction set forth here in, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions, or any part thereof, as set forth herein, but they shall remain in full force and effect.

My Commission Expires: 6-22-2008

Exhibit A

A part of the NW1/4 of the NW1/4 of Section 13, T-19-N, R-31-W, Benton County, Arkansas, being more particularly described as follows: Beginning of the NW corner of the said Section 13; thence along the North line of said section 13, S 87°10'22"E, 1165.92 feet; thence leaving said North line S 02°29'07"W, 110.00 feet; thence S 87°10'22"E, 150.00 feet to the East line of the NW1/4 of the NW1/4 of said Section 13; thence along the East line S 02°29'07"W, 948.79 feet; thence leaving said East line N 87°33'35"W, 1315.53 feet to the West line of the Section 13; thence along said West line N 02°27'55"E, 1067.68 feet to the point of beginning and containing 31.7358 acres, more or less, and subject to the Right-of-Way of North Bright Road on the East, and any Right-of-Way, easements, covenants, or restrictions of record of fact.

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Brenda DeShields-Circuit Clerk

Benton County, AR

Benton County, AR

I certify this instrument was filed on

03-22-2006 10:30:08 AM

and recorded in Deed Book

2006 at pages 15131 - 15143

Brenda DeShields-Circuit Clerk