

**CORRECTION
DECLARATION**

FILED
SALINE CIRCUIT &
CHANCERY CLERK

09 JUL 1 AM 9 08
BY MS

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

LONGHILLS VILLAGE ADDITION

A PLANNED DEVELOPMENT

FILED
SALINE CIRCUIT &
CHANCERY CLERK

09 AUG 26 PM 2 01
BY [Signature]

THIS DECLARATION, made on the date hereinafter set forth by Longhills Properties, LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Benton, County of Saline, State of Arkansas, which is more particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described on attached Exhibit "A" and herein designated as Longhills Village, Phase I, an Addition to the City of Benton, Saline County, Arkansas, and as reflected on the Plat hereto attached and made a part hereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof and the streets shown on said Plat (excluding streets or easements designated as "Common Area") are dedicated to the public as such.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Longhills Village Property Owner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

THIS DECLARATION IS BEING RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION.

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Section 3. "Properties" shall mean and refer to that certain real property hereinafter described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association and easements pledged to the Association for the benefit for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Longhills Properties, LLC, its successors and assigns.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right of easement of enjoyment in and to the Common Area which shall be appurtenant in and to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge the reasonable fees for maintenance of the Common Area;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned, which may be voted at such time as all lots are sold by Declarant. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) vote for each Lot owned. The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier:

- (a) when all lots are sold by Declarant, or
- (b) on December 31, 2010.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with the interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments shall be \$100.00 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

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(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a Quorum. If the required Quorum is not present, another meeting may be called subject to the same notice requirement, and the required Quorum at the subsequent meeting shall be one-half (1/2) of the required Quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots sold by Declarant on the first day of the month following the conveyance of the Lot to the new owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V
RESIDENTIAL AREA COVENANTS**

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of said Lots. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, excluding basement area, and each dwelling must include a double enclosed garage, which must be an integral part of the dwelling or connected by an approved breezeway and may include such larger garages as approved by the Architectural Control Committee.

Section 2. Architectural Control. No dwelling or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the Architectural Control Firm to achieve a subdivision that accomplishes the desired architectural design in the structures and subdivision aesthetics. The term structure is defined to include any and all types of fences, antennas, basketball goals, swimming pools, and television satellite dishes, which in no event shall be placed in front of dwellings. Approval shall be as provided in Article VI.

Section 3. Dwelling and Size. In most cases the ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than the minimum square feet heated and cooled for a one-story dwelling, as follows:

- a. 2,500 square feet for Lots numbered 51-65, 69, 70, 72-76, 143, 144, and 152-168.
- b. 2,000 square feet for Lots numbered 1-50, 66-68, 71, 77-138, 145-147, and 169-174.
- c. 1,500 square feet for Lots numbered 139-142, 216-226, 148-151, and 205-215, which are designated as patio/garden home lots.

For dwellings of more than one-story (exclusive of the basement), the minimums are as

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follows:

- a. Ground floor area: 1,500 square feet. Total heated and cooled area: 2,500 square feet for Lots numbered 57-65, 69, 70, 72-76, 143, 144 and 152-168.
- b. Ground floor area: 1,500 square feet. Total heated and cooled area: 2,000 square feet for Lots numbered 1-50, 66-68, 71, 77-138, 145-147 and 169-174.
- c. Ground floor area: 1,000 square feet. Total heated and cooled area: 1,500 for Lots numbered 139-142, 216-226, 148-151, and 205-215.

Exceptions may be made by the Architectural Control Firm when deemed appropriate. The Architectural Control Firm reserves the right to prescribe the minimum floor elevations.

Section 4. Architectural Design Vocabulary.

- a. Technique and Materials.

All buildings shall be clad in wood siding (clapboard or German siding), brick, stone, or stucco exterior insulation finish system (Dryvit), or Wolverine premium vinyl siding or approved equal or other siding of equal quality of the above as approved by the Architectural Control Firm.

Above grade foundations shall be covered with either brick or stone (Arkansas stone quarry) or other materials approved by the Architectural Control Firm. Where walls above the foundation are of other than brick, a rowlock brick course or stone cap course is required at the differing material transition point.

Clapboard siding shall not exceed 6" exposure. German siding shall not exceed 8" exposure. Vinyl siding shall not exceed a 6" exposure.

Wood or vinyl siding shall terminate at corner board which shall not exceed 6" exposure. Corner board shall protrude 3/4" and 1/2" from the wall surface.

Wood surfaces shall be painted with pre-approved colors. Trim and shutters can be painted a contrasting color from the main body.

Exterior Insulation and Finish System E.I.F.S. (Dryvit) shall be sand finish. Color must be pre-approved. Rustication joints of minimum 3/4" V-shape are required to imply classical proportions and correct entablature.

Windows shall have a cast stone head and sill or a brick soldier course at the head and rowlock course at the sill.

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Chimneys shall extend a minimum of three (3) feet above any surface within ten (10) feet or other materials deemed satisfactory to the design by the Architectural Control Firm.

b. Roofs

Roofs may be front or side gabled, hipped or a combination thereof.

The principal pitch shall not be less than 8/12. The principal pitch may be 6/12 if there are overhanging eaves that have either exposed rafters or are bracketed or 60 foot wide houses or less depending on square footage. Roof pitches at porches may be 3/12 or greater.

A flat roof shall not be permitted except on the back or side elevation as a habitable deck enclosed by a balustrade with a minimum height of 3'.

Dormers may be hipped, pedimented gabled or eyebrow.

Roofs may be clad with slate, standing seam metal, concrete or clay tile, or fiberglass architectural shingles, either GAF slateline or Celotex shadowline or approved equal.

Gutters shall be copper, painted galvanized steel, or painted aluminum. Fascia and soffits shall be painted wood or painted aluminum clad over wood.

c. Windows and Doors

All residences shall have their primary entrance on the street facade.

Primary front doors shall be paneled wood, half glass, or of approved decorative glass design.

There shall be no sliding glass doors on primary street facades.

Garage doors may be overhead, sliding or hinged-carriage doors.

Primary street facade windows shall be vertical in proportion.

WINDOWS SHALL BE WOOD, WOOD-CLAD OR APPROVED VINYL. Windows shall have true divided lites or simulated divided lite muntins. Wood windows shall be Marvin, Pella, Caradco, Bilt-Best, Anderson, Wenco, Styleline or Memphis Door & Sash or materials appropriate to the design as approved by the Architectural Control Firm.

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d. Fences

No chain link fences shall be permitted on any lot. Privacy fence posts shall be inside the fence. No fence post shall be visible from the street. Fences shall be constructed from pressure treated southern yellow pine or western red cedar. Fences may be painted white. Custom design picket privacy fences are allowed but must be approved. Intermittent brick or plaster posts with precast concrete caps may be incorporated into the fence design. Fence signs advertising fence companies are prohibited. No fence or wall shall be erected, placed or altered on any lot nearer than fifty (50') feet to any street, except at corner lots, a fence on the designated side yard may be no closer than twenty-five (25') feet to a street. There shall be no fences on lots that back up to the golf course, except for profile, wrought iron, or other ornamental type fences with provision for open viewing of the back yard lot area. Wood stockade or screening fences are not permitted. All fences must be approved by the Architectural Control Committee.

Section 5. Building Location. No building shall be located on any lot, nearer to any street line, than the minimum building set back lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 15 feet to a front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot, nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as part of the building. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot. No driveway shall be located nearer than three (3) feet to an interior property line.

Section 6. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum set back line as shown by said plat.

Section 7. Easements. Easements for installation and maintenance of utilities, cable and phone facilities and drainage are reserved by the Declarant as shown on the recorded plat over the rear five (5) feet of each lot, over five (5) adjacent to any internal lot lien and over the front ten (10) feet of each lot.

Section 8. Nuisances. No noxious or offensive activities shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9. Temporary Structures. No structures of a temporary character, motor home, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

Section 10. Out Buildings. One building for storage shall be permitted, (except for Lots numbered 51-65, 69, 70, 72-76, 143, 144 and 152-168) if approved by the Architectural Control

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Firm and shall conform to the same architectural design, materials, and construction of the dwelling. Above ground swimming pools are prohibited.

Section 11. Signs. No sign or any kind shall be displayed to the public view on any lot, except, one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

Section 12. Owner Responsibility. Any property owner shall insure that any contractor performing services for the property owner shall comply with the provisions of the Bill of Assurance.

Section 13. Contractor Responsibility. No contractor shall damage in any way the utilities or street in any manner.

Section 14. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 15. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except, that dogs, and cats, may be kept on any lot in an approved fenced area, provided, that they are not kept, bred or maintained for any commercial purpose and provided, that facilities for maintenance of same are approved by the Architectural Control Firm and that the keeping of same does not constitute a nuisance. Hunting dog pens are prohibited, including chain links and portable pens.

Section 16. Garbage and Refuse Disposal. No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and not be permitted at any time at a location which is visible from the front of the lot. Placing of such containers at the curb is expressly prohibited.

Section 17. Water Supply. No individual water supply system shall be permitted on any lot. Same shall be served by the Municipal Water Works System.

Section 18. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot. Sewage connection must be made with the Municipal Sewage System of the City of Benton, Arkansas.

Section 19. Sight at Distance of Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed

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or permitted to remain on any lot corner within the triangular area formed by the street property lines and the line connecting them at points 25 feet from the intersection of street right of way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 20. Land Near Parks and Water Courses. No building shall be placed nor shall any materials or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. Exceptions may be allowed by the Architectural Control Firm.

Section 21. Builders. All building must be performed by competent builders. The Architectural Control Firm reserves the right to approve the name of any contractor selected by a property owner.

Section 22. Lot, Yard and Home Maintenance. All property owners after acquisition of Lots from Longhills Properties, LLC, shall keep all grounds and yards mowed, trimmed and clean, and all houses painted or stained. No deviation from the original plans shall be permitted without approval of the Architectural Control Firm. No house shall be occupied until the entire yard area has been covered with sod. Types of sod must be approved the Architectural Control Committee. Seeding and sprigging is not allowed. Landscape plans should blend, complement and be aesthetically pleasing to the golf course theme of this development.

Section 23. Commencement of Construction. A property owner must start construction of an approved dwelling within a period of one (1) year from date of purchase. The developer reserves the option to repurchase any lot for the amount of the original purchase price if construction is not commenced within such period of time. This option shall be exercised in writing within a period of thirty (30) days after the one (1) year period.

Section 24. Completion of Construction. Any dwelling must be completed in its entirety within a period of one year from date such construction is commenced. No dwelling may be occupied until it is completed.

Section 25. Corner Lots. The Architectural Control Firm reserves the right to determine the primary facade orientation at corner lots.

Section 26. Curb Cuts. Curb cuts shall be done only according to specifications detailed in Exhibit "A". Violation will result in removal and replacement at cost to the property owner. Each property owner will post a bond in the amount of \$500.00 with Longhills Properties, LLC prior to cutting a curb to assure compliance. Obstruction of drainages in curbs is prohibited.

Section 27. Motor Vehicle Parking. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot within the dedicated street. Boats, recreational vehicles and trailers cannot be parked at the front side of any dwelling or in the dedicated street, and must be parked in the back yard behind a fence. Owners or permanent residents are prohibited from parking in the street.

Section 28. Clear Cutting. Being the intent of the developer to develop a Subdivision with the preservation of trees to provide shade and privacy, Buyers are prohibited from clear cutting any Lot. It is the intent of the Developers that Buyers use discretion in tree removal and clearly mark the trees to be removed and protect those that could be damaged by construction equipment. Trees to remain shall be flagged blue. Trees to be removed shall be flagged red. Before trees are removed, approval must be granted by the Architectural Control Firm.

Section 29. Mailboxes. Mailboxes shall be of the design and construction described by the Architectural Control Firm. Any variation must be approved by the Architectural Control Firm.

Section 30. Exterior Lighting. No night watcher lights shall be permitted. All exterior lighting other than normal landscape lighting must be approved by the Architectural Control Firm.

Section 31. Sidewalks. THE OWNER OF A LOT IS RESPONSIBLE FOR INSTALLATION OF A FOUR FOOT WIDE SIDEWALK IN FRONT OF HIS LOT FOUR (4) FEET FROM BACK OF CURB. THE SIDEWALK SHALL RUN FROM PROPERTY LINE EXTENDED TO PROPERTY LINE EXTENDED, PARALLEL TO THE STREET AND MAY BE INTERRUPTED BY THE DRIVEWAY. THE SIDEWALK IS TO BE CONSTRUCTED OF 3000 PSI NORMAL WEIGHT CONCRETE WITH TOOLED OR SAWED CONTROL JOINTS, FOUR FEET ON CENTER AND 3/4 INCH EXPANSION JOINT AS EACH NEIGHBORING SIDEWALK CONNECTION. THE SIDEWALK IS TO BE NORMAL CONCRETE COLOR AND SHALL RECEIVE A BROOM FINISH.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership. The Architectural Control Committee shall be the Longhills Property Owners Association. The members of this association shall in no event be personally liable or responsible to any owner in this Addition for their action.

Section 2. Procedure. The association's approval or disapproval as required in these covenants shall be in writing, and in the form hereto attached marked EXHIBIT "B", SUBMITTAL FOR ARCHITECTURAL REVIEW which when executed must be recorded. The required information and plans are specified in EXHIBIT "B". Incomplete plan submittals will be return unreviewed. Plans should be submitted before obtaining financing.

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**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive periods of ten years, subject to the express provision that these covenants may be amended at any time after the date of execution hereby by an instrument signed by the Declarant and the Longhills Property Owners Association until such time as all lots are sold and thereafter by the owner or owners of a majority of the lots herein platted and the Property Owners Association.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any violating party shall be responsible for all expenses, including attorney's fees, if any action is required by the Architectural Control Committee to enforce these covenants.

Section 3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Additional Property. Declarant reserves the right to add additional property to the Addition at its discretion, which property shall be subject to the covenants and provisions contained herein.

WITNESS my hand and seal on this 1st day of July, 1999.

LONGHILLS PROPERTIES, LLC

BY

Curtis Ferguson, Manager

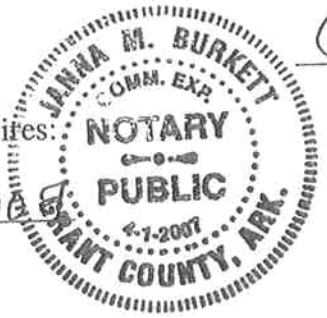
STATE OF ARKANSAS)
COUNTY OF Brant)ss.

ACKNOWLEDGEMENT

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid duly commissioned and acting Curtis Ferguson, to me well known as the Manager of Longhills Properties, LLC, whose name is subscribed to the foregoing instrument of writing, and he stated that he had executed the same for the consideration and purposes therein mentioned and set forth in said capacity and for and on behalf and in the name of said Longhills Properties, LLC.

WITNESS my hand and official seal this 1st day of July, 1999.

Janna M. Burkett
Notary Public



My Commission Expires:

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EXHIBIT "A"

Those portions of the Fractional Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 30, Township 1 South, Range 14 West, and those portions of the East Half of the Northeast Quarter and that portion of the Northeast Quarter of the Southeast Quarter, of Section 25, Township 1 South, Range 15 West, Saline County, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said East Half of the Northeast Quarter, thence North 85 deg. 07 min. 48 sec. West 361.25 feet to the point of beginning, thence South 03 deg. 01 min. 02 sec. West 38.93 feet; thence North 86 deg. 58 min. 58 sec. West 421.69 feet to a curve to the right, the radius point of said curve being North 45 deg. 41 min. 01 sec. East 125.00 feet; thence Northwesterly along said curve 35.32 feet; thence North 28 deg. 07 min. 38 sec. West 70.33 feet; thence South 61 deg. 52 min. 22 sec. West 50.00 feet; thence South 28 deg. 07 min. 38 sec. East 70.33 feet to a curve to the left, the radius point of said curve being North 61 deg. 52 min. 22 sec. East 175.00 feet; thence Southeasterly along said curve 24.75 feet; thence South 61 deg. 52 min. 22 sec. West 156.99 feet; thence North 88 deg. 07 min. 26 sec. West 162.53 feet to a curve to the left, the radius point of said curve being North 88 deg. 11 min. 12 sec. West 100.00 feet; thence Northwesterly along said curve 75.80 feet; thence North 41 deg. 36 min. 58 sec. West 50.75 feet to a curve to the right, the radius point of said curve being North 48 deg. 23 min. 02 sec. East 150.00 feet; thence Northwesterly along said curve 77.10 feet; thence North 85 deg. 07 min. 48 sec. West 124.69 feet; thence North 01 deg. 57 min. 20 sec. East 1067.31 feet; thence South 86 deg. 11 min. 20 sec. East 827.81 feet; thence North 05 deg. 59 min. 12 sec. East 125.00 feet; thence South 84 deg. 00 min. 48 sec. East 120.93 feet; thence North 03 deg. 51 min. 08 sec. East 25.02 feet; thence North 05 deg. 59 min. 12 sec. East 593.57 feet; thence South 84 deg. 00 min. 48 sec. East 50.00 feet to a curve to the left, the radius point of curve being South 84 deg. 00 min. 48 sec. East 25.00 feet; thence Southeasterly along said curve 39.27 feet; thence South 84 deg. 00 min. 48 sec. East 190.00 feet to a curve to the left, the radius point of curve being North 05 deg. 59 min. 12 sec. East 25.00 feet; thence Northeasterly along said curve 39.27 feet; thence North 05 deg. 59 min. 12 sec. East 518.79 feet to the centerline of Scott-Salem Road; thence South 70 deg. 43 min. 08 sec. East 51.38 feet along said centerline of Scott-Salem Road; thence South 05 deg. 59 min. 12 sec. West 506.98 feet to a curve to the left, the radius point of said curve being South 84 deg. 00 min. 48 sec. East 25.00 feet; thence Southeasterly along said curve 39.27 feet; thence South 05 deg. 59 min. 12 sec. West 50.00 feet; thence North 84 deg. 00 min. 48 sec. West 290.00 feet to a curve to the left, the radius point of curve being South 05 deg. 59 min. 12 sec. West 25.00 feet; thence Southwesterly along said curve 39.27 feet; thence South 05 deg. 59 min. 12 sec. West 385.00 feet; thence south 84 deg. 00 min. 48 sec. East 965.30 feet; thence North 76 deg. 41 min. 03 sec. East 50.11 feet; thence South 87 deg. 45 min. 36 sec. East 112.32 feet; thence South 02 deg. 14 min. 24 sec. West 1609.75 feet; thence North 87 deg. 45 min. 36 sec. West 270.00 feet; thence North 02 deg. 14 min. 24 sec. East 1050.00 feet; thence North 87 deg. 45 min. 36 sec. West 20.00 feet; thence South 02 deg. 14 min. 24 sec. West 120.00 feet; thence North 87 deg. 45 min. 36 sec. West 26.27 feet; thence South 39 deg. 45 min. 37 sec. West 110.40 feet to a curve to the right, the radius point of said curve being North 50 deg. 14 min. 23 sec. West 245.00 feet; thence Southwesterly along said

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curve 119.12 feet; thence South 67 deg. 37 min. 07 sec. West 550.56 feet; thence South 67 deg. 37 min. 46 sec. West 159.76 feet; thence North 86 deg. 58 min. 58 sec. West 13.05 feet; thence South 03 deg. 01 min. 02 sec. West 151.07 feet to the point of beginning.

LESS AND EXCEPT:

That portion of the Fractional Southwest Quarter of the Northwest Quarter of Section 30, Township 1 South, Range 14 West, and the Southeast Quarter of the Northeast Quarter of Section 25, Township 1 South, Range 15 West, Saline County, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said Southeast Quarter of the Northeast Quarter of Section 25, thence North 85 deg. 07 min. 48 sec. West 1067.88 feet ; thence North 01 deg. 57 min. 20 sec. East 6.11 feet to the point of beginning; said point of beginning being on a curve to the left, the radius point of said curve being South 02 deg. 14 min. 27 sec. West 150.00 feet; thence Southwesterly along said curve 76.14 feet to a curve to the right, the radius point of said curve being North 27 deg. 07 min. 37 sec. West 25.00 feet; thence Northwesterly along said curve 21.72 feet to a curve to the right, the radius point of said curve being South 33 deg. 58 min. 45 sec. East 160.00 feet ;thence Northeasterly along said curve 101.12 feet; thence North 01 deg. 57 min. 20 sec. East 418.66 feet; thence South 88 deg. 02 min. 40 sec. East 158.29 feet; thence North 63 deg. 05 min. 30 sec. East 505.44 feet; thence North 67 deg. 48 min. 10 sec. East 719.22 feet; thence South 84 deg. 00 min. 48 sec. East 320.83 feet; thence North 05 deg. 59 min. 12 sec. East 120.00 feet; thence South 84 deg. 00 min. 48 sec. East 10.00 feet; thence South 05 deg. 59 min. 12 sec. West 119.84 feet; thence South 02 deg. 14 min. 24 sec. West 50.07 feet; thence North 87 deg. 45 min. 36 sec. West 5.00 feet; thence South 02 deg. 14 min. 24 sec. West 162.63 feet; thence North 87 deg. 45 min. 36 sec. West 68.45 feet to a curve to the left, the radius point of said curve being South 02 deg. 14 min. 24 sec. West 125.00 feet; thence Southwesterly along said curve 114.49 feet; thence North 86 deg. 43 min. 57 sec. West 114.02 feet; thence South 67 deg. 37 min. 07 sec. West 599.98 feet; thence South 67 deg. 37 min. 46 sec. West 490.97 feet; thence South 78 deg. 34 min. 02 sec. West 141.51 feet; thence South 61 deg. 52 min. 22 sec. West 164.84 feet; thence South 01 deg. 57 min. 20 sec. West 121.20 feet; thence North 88 deg. 02 min. 40 sec. West 20.00 feet to the point of beginning.

In all excluding these exceptions, the above described property contains 47.11 acres.

99 35852

99 46491

EXHIBIT "B"
CERTIFICATE OF APPROVAL

The Architectural Control Committee of Longhills Village Addition does hereby approve the plans and specifications submitted by _____, dated _____, 19____, for construction of a dwelling and improvements to be located and performed on Lot _____, Phase _____, of Longhills Village Addition, an Addition to the City of Benton, Saline County, Arkansas, and does hereby approve _____ as the contractor to construct such dwelling.

DATED this _____ day of _____, 19____.

LONGHILLS PROPERTY OWNERS ASSOCIATION

BY: _____

99 46492 99 35853

STATE OF ARKANSAS)
)ss.
COUNTY OF SALINE)

ACKNOWLEDGMENT

BE IT REMEMBERED that, on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, _____, to me well known as the President of Longhills Property Owners Association and whose name is subscribed to the foregoing *Certificate of Approval*, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth in said capacity.

WITNESS my hand and seal as such Notary Public on this _____ day of _____, _____.

Notary Public

My Commission Expires: _____



FILED FOR RECORD
IN BOOK 99 PAGE 46477

AUG 26 1999
AT 2:01 O'CLOCK P M
JIM CRONE, CIRCUIT CLERK
E Blenda Lee DC

FILED FOR RECORD
IN BOOK 1999 PAGE 35838

JUL 01 1999
AT 9:08 O'CLOCK A M
JIM CRONE, CIRCUIT CLERK
BY _____ DC

DECLARATION OF ANNEXATION

FILED
SALINE CIRCUIT &
CHANCERY CLERK

'99 OCT 14 AM 1 02

This Declaration made on the date hereinafter set forth by Longhills Properties, LLC, hereinafter referred to as Declarant, and Longhills Village Property Owner's Association, WITNESSETH:

WHEREAS, Longhills Properties, LLC, entered into a Declaration of Covenants, Conditions and Restrictions designating certain lands as Longhills Village, Phase-I, an Addition to the City of Benton, Saline County, Arkansas, which Declaration is dated July 1, 1999, filed for record July 1, 1999, and recorded as Instrument No. 99-35838 and re-recorded as a Correction on August 26, 1999 as Instrument No. 99-46477, and Amended Declaration dated August 18, 1999, filed for record August 24, 1999, and recorded as Instrument No. 99-45575, of the Records of Saline County, Arkansas, constituting a planned unit development and which Declaration provided that additional properties may be added to such development at the Declarant's discretion thereof, and

WHEREAS, Declarant is the owner of and desires to annex lands as described in Exhibit "A" hereto attached to be known as Longhills Village, Phase-II, an Addition to the City of Benton, Saline County, Arkansas.

NOW THEREFORE, Declarant and Longhills Village Property Owner's Association, in consideration of the sum of ONE DOLLARS (\$1.00) and in consideration of the uses and purposes herein stated and the mutual benefits to the Parties, does hereby annex the lands described in Exhibit "A" to Longhills Village, Phase-I, an Addition to the City of Benton, Saline County, Arkansas, said lands to be known as Longhills Village, Phase-II, an Addition to the City of Benton, Saline County, Arkansas as reflected on plat hereto attached and made a part hereof, marked Exhibit "B", consisting of Lots 1-22, and 80-129.

99 54841

That said property shall be subject to all covenants and restrictions contained in said Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, and Longhills Village Property Owner's Association, have hereunto set their hands and seals this 11th day of October, 1999.

DECLARANT:

LONGHILLS PROPERTIES, LLC

By: *Curtis Ferguson*
MANAGER

LONGHILLS VILLAGE PROPERTY OWNER'S ASSOCIATION:

BY: *Mandy*

STATE OF ARKANSAS)
COUNTY OF Grant)ss.

ACKNOWLEDGEMENT

On this day, before me personally appeared Curtis Ferguson, to me personally well known, who acknowledged that he is the Manager of Longhills Properties, LLC, and that he, as such officer, being authorized so to do, had executed the foregoing instrument for the purposes therein mentioned and in the capacity herein stated.

WITNESS my hand and official seal this 11th day of October, 1999.

Janna M. Burkett
Notary Public

My Commission Expires: 4-1-2007



99 54842

STATE OF ARKANSAS)
COUNTY OF Grant)ss.

ACKNOWLEDGEMENT

On this day, before me personally appeared Dan Moudy, to me personally well known, who acknowledged that he is the President of Longhills Village Property Owners Association, and that he, as such officer, being authorized so to do, had executed the foregoing instrument for the purposes therein mentioned and in the capacity herein stated.

WITNESS my hand and official seal this 11th day of October, 1999.

Janna M. Burkett
Notary Public



99 54843

Prepared by:
Fred E. Briner
Attorney at Law
Benton, Arkansas 72015

E X H I B I T " A "

Those portions of the East Half of the Northeast Quarter of Section 25, Township 1 South, Range 15 West, Saline County, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said East Half of the Northeast Quarter of said Section 25; thence North 85 deg. 07 min. 48 sec. West 1358.25 feet to the Southwest corner of Lot 51, Phase I, of Longhills Village Subdivision in the City of Benton, Saline County, Arkansas; thence North 01 deg. 57 min. 20 sec. East 1067.31 feet along the West line of said Longhills Village Subdivision to the Northwest corner of Lot 42, Phase I, of said Longhills Village Subdivision; thence South 86 deg. 11 min. 20 sec. East 827.81 feet along the North line of said Phase I, Longhills Village Subdivision to the Northeast corner of Lot 37, Phase I of said Longhills Village Subdivision; thence North 05 deg. 59 min. 12 sec. East 125.00 feet to the Northwest corner of Lot 23, Phase I, of said Longhills Village Subdivision and point of beginning; thence North 05 deg. 59 min. 12 sec. East 1213.58 feet to the centerline of Scott-Salem Road; thence South 74 deg. 45 min. 16 sec. East 285.66 feet along said centerline of Scott-Salem Road; thence South 70 deg. 43 min. 08 sec. East 131.59 feet along said centerline of Scott-Salem Road; departing from said centerline, thence South 05 deg. 59 min. 12 sec. West 518.79 feet to a curve to the right, the radius point of said curve being North 84 deg. 00 min. 48 sec. West 25.00 feet; thence Southwesterly along said curve 39.27 feet; thence North 84 deg. 00 min. 48 sec. West 190.00 feet to a curve to the right, the radius point of said curve being North 05 deg. 59 min. 12 sec. East 25.00 feet; thence Northwesterly along said curve 39.27 feet; thence North 84 deg. 00 min. 48 sec. West 50.00 feet; thence South 05 deg. 59 min. 12 sec. West 593.57 feet; thence South 03 deg. 51 min. 08 sec. West 25.02 feet; thence North 84 deg. 00 min. 48 sec. West 120.93 feet to the point of beginning.

AND:

Those portions of the Fractional Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 30, Township 1 South, Range 14 West and those portions of the East Half of the Northeast Quarter of Section 25, Township 1 South, Range 15 West, Saline County, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said East Half of the Northeast Quarter of said Section 25, thence North 85 deg. 07 min. 48 sec. West 1358.25 feet to the Southwest corner of Lot 51, Phase I, of Longhills Village Subdivision in the City of Benton, Saline County, Arkansas; thence North 01 deg. 57 min. 20 sec. East 1067.31 feet along the West line of said Longhills Village Subdivision to the Northwest corner of Lot 42, Phase I, of said Longhills Village Subdivision; thence South 86 deg. 11 min. 20 sec. East 827.81 feet along the North line of said Phase I, Longhills Village Subdivision to the Northeast corner of Lot 37, Phase I, of said Longhills Village Subdivision; thence North 05 deg. 59 min. 12 sec. East 1338.58 feet to the centerline of Scott-Salem Road; thence South 74 deg. 45 min. 16 sec. East 285.66 feet along said centerline of Scott-Salem

99 54844 66

Road; thence South 70 deg. 43 min. 08 sec. East 182.97 feet along said centerline of Scott-Salem Road to the point of beginning; continue thence South 70 deg. 43 min. 08 sec. East 174.77 feet along said centerline of Scott-Salem Road; thence South 68 deg. 32 min. 52 sec. East 484.43 feet along said centerline of Scott-Salem Road; thence South 72 deg. 56 min. 00 sec. East 113.78 feet along said centerline of Scott-Salem Road; departing from said centerline; thence South 02 deg. 20 min. 41 sec. West 617.75 feet; thence North 88 deg. 26 min. 53 sec. East 36.30 feet; thence South 02 deg. 14 min. 24 sec. West 165.46 feet to the Northeast corner of Lot 79, Phase I, of said Longhills Village Subdivision; thence South 87 deg. 45 min. 36 sec. West 112.32 feet; thence South 76 deg. 41 min. 03 sec. West 50.11 feet; thence North 84 deg. 00 min. 48 sec. West 965.30 feet; thence North 05 deg. 59 min. 12 sec. East 385.00 feet to a curve to the right, the radius point of said curve being South 84 deg. 00 min. 48 sec. East 25.00 feet; thence Northeasterly along said curve 39.27 feet; thence South 84 deg. 00 min. 48 sec. East 290.00 feet; thence North 05 deg. 59 min. 12 sec. East 50.00 feet to a curve to the right, the radius point of said curve being North 05 deg. 59 min. 12 sec. East 25.00 feet; thence Northwesterly along said curve 39.27 feet; thence North 05 deg. 59 min. 12 sec. East 506.98 feet to the point of beginning.

In all the above described property contains 25.73 acres.

99 54845



FILED FOR RECORD
 IN BOOK 00 PAGE 54841
 OCT 14 1999
 AT 9:02 O'CLOCK A
 BY JIM CRONE CIRCUIT CLERK
[Signature] DC

F:\WP6\WPDATA\SUBDIVIS\LONGHILL.AN2:JB

Fred E. Briner, P. A., Attorney at Law, 422 North Main, Benton, Arkansas 72015

FILED
SALINE CIRCUIT &
CHANCERY CLERK
AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
99 AUG 24 AM 8 10

OF

BY BL

LONGHILLS VILLAGE ADDITION

A PLANNED DEVELOPMENT

WHEREAS, Longhills Properties, LLC, executed a Declaration of Covenants, Conditions and Restrictions dated July 1, 1999, filed for record July 1, 1999 at 9:08 o'clock A.M. and recorded as Instrument No. 99-35838 of the Records of Saline County, Arkansas designating certain lands as Longhills Village Subdivision, Phase-I, an Addition to the City of Benton, Saline County, Arkansas, and

WHEREAS, Longhills Properties, LLC, desires to amend said Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, Longhills Properties, LLC, and Longhills Village Property Owner's Association has authority to amend said Declaration of Covenants, Conditions and Restrictions, pursuant to **Article VII, General Provisions, Section 1, Term** of said Declaration, and

NOW THEREFORE, Longhills Properties, LLC, and Longhills Village Property Owner's Association in consideration of the sum of ONE DOLLAR (\$1.00) and in consideration of the benefits to the Addition do hereby amend said Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, as follows:

Article V, Residential Area Covenants, Section 23, Commencement of Construction is hereby deleted.

99 45575

WITNESS our hands and seals this 18th day of August, 1999.

LONGHILLS PROPERTIES, LLC

By: *Curtis Ferguson*
Curtis Ferguson, Manager

LONGHILLS VILLAGE PROPERTY
OWNER'S ASSOCIATION

By: *Mindy*

99 45576

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF SALINE)

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Curtis Ferguson, Manager of Longhills Properties, LLC, to me well known as the grantor in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity herein stated.

WITNESS my hand and seal as such Notary Public on this 18th day of August, 1999.

Janna M. Burkett
Notary Public

My Commission Expires:

4-1-2007



ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF SALINE)

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Dan Moody, to me well known as the President of Longhills Village Property Owners Association and whose name is subscribed to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity herein stated.

WITNESS my hand and seal as such Notary Public on this 18th day of August, 1999.

Janna M. Burkett
Notary Public

My Commission Expires:

4-1-2007



FILED FOR RECORD
IN Doc BOOK 99 PAGE 45575



AUG 24 1999
AT 8:10 O'CLOCK A M
BY JIM CRONE, CIRCUIT CLERK
BY Brenda Lee DC

99 45577

design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the Architectural Control Committee to achieve a subdivision that accomplishes the desired architectural design in the structures and subdivision aesthetics. The term structure is defined to include any and all types of fences, antennas, basketball goals, swimming pools and television satellite dishes, which in no event shall be placed in front of dwellings. Approval shall be as provided in Article VI. Provided further, no construction shall commence on any dwelling or structure, until the issuance of a building permit by the City of Benton.

Article V, Residential Area Covenants, Section 3. Dwelling and Size. In most cases the ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than the minimum square feet heated and cooled for a one-story dwelling, as follows:

- a. 2,500 square feet for Lots numbered 51-65 in Phase I, 69 and 70 in Phase I, 72-76 in Phase I, 143 and 144 in Phase I, 152-168 in Phase I, 176-189 in Phase III, and 191 in Phase I.
- b. 2,000 square feet for Lots numbered 1-22 in Phase II, 23-50 in Phase I, 66-68 in Phase I, 71 in Phase I, 77-79 in Phase I, 80-129 in Phase II, 130-138 in Phase III, 145-147 in Phase I, 169-174 in Phase I, 175 in Phase III, 190 in Phase I, 192-195 in Phase I, 196-200 in Phase III, and 227-251 in Phase VI.
- c. 1,500 square feet for Lots numbered 139-142 in Phase I, 216-226 in Phase I, 148-151 in Phase I, and 205-215 in Phase I which are designated as patio/garden home lots.

Article V, Residential Area Covenants, Architectural Design Vocabulary.

- a. Technique and Materials.

All buildings shall be clad in wood siding (clapboard or German siding), brick, stone, or stucco exterior insulation finish system (Dryvit), or Wolverine premium vinyl siding or approved equal or other siding of equal quality of the above as approved by the Architectural Control Committee.

- c. Windows and Doors

All residences shall have their primary entrance on the street facade.

Primary front doors shall be paneled wood, half glass, or of approved decorative glass design.

There shall be no sliding glass doors on primary street facades.

Garage doors may be overhead, sliding or hinged-carriage doors.

Primary street facade windows shall be vertical in proportion.

WINDOWS SHALL BE DOUBLE-HUNG OR CASEMENT. WINDOWS SHALL BE WOOD, WOOD-CLAD OR APPROVED VINYL. Windows shall have true divided lites or simulated lite muntins. Wood windows shall be Marvin, Pella, Caradco, Bilt-Best, Anderson, Wenco, Styleline or Memphis Door & Sash or materials appropriate to the design as approved by the Architectural Control Committee. Fixed glass windows may be allowed if approved by the Architectural Control Committee.

Article V, Residential Area Covenants, Section 5. Building Location. No building shall be located on any lot, nearer to the street line, than the minimum building set back lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 15 feet to a front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line on Lots 139-142 in Phase I, 216-226 in Phase I, 148-151 in Phase I, and 205-215 in Phase I. No dwelling shall be located on any interior lot and nearer than ten (10) feet to an interior lot line on all other lots, nearer than twenty (20) feet to the rear lot line, unless reduced to nearer than ten (10) feet by the Architectural Control Committee. For the purposes of this covenant, eaves, steps, open porches shall be considered as part of the building. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot. No driveway shall be located nearer than one (1) foot to an interior property line on Lots 139-142 in Phase I, 216-226 in Phase I, 148-151 in Phase I, and 205-215 in Phase I, five (5) feet to a side lot line and ten (10) feet to a rear lot line on all other lots.

Article V, Residential Area Covenants, Section 7. Easements. Easements for installation and maintenance of utilities, cable, phone and drainage facilities are reserved by the Declarant as shown on the recorded plat, over the rear fifteen (15) feet of the following Lots in Phase I: 77, 145, ~~146~~, ~~147~~, 148, 149, 150, 151, and 205, over the rear five (5) feet of the remaining lots, over five (5) feet adjacent to any interior lot line, and over the front ten (10) feet of each lot.

Article V, Residential Area Covenants, Section 10. Out Buildings. One building for storage shall be permitted, (except for Lots numbered 51-65 in Phase

99 54838

I, 69 and 70 in Phase I, 72-76 in Phase I, 143 and 144 in Phase I, 152-168 in Phase I, 176-189 in Phase III, and 191 in Phase I) if approved by the Architectural Control Committee and shall conform to the same architectural design, materials, and construction of the dwelling. Above ground swimming pools are prohibited.

WITNESS our hands and seals this 11th day of October, 1999.

LONGHILLS PROPERTIES, LLC

LONGHILLS VILLAGE PROPERTY OWNER'S ASSOCIATION

By: *Curtis Ferguson*
Curtis Ferguson, Manager

By: *[Signature]*

99 54839

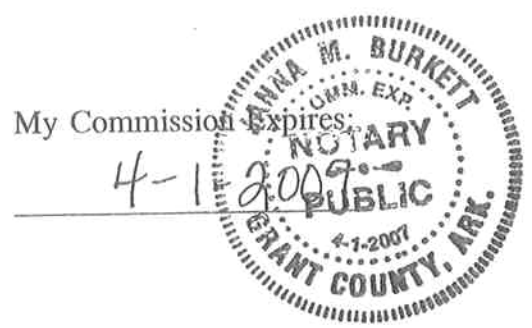
ACKNOWLEDGEMENT

STATE OF ARKANSAS)
COUNTY OF SALINE)

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Curtis Ferguson, Manager of Longhills Properties, LLC, to me well known as the grantor in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity herein stated.

WITNESS my hand and seal as such Notary Public on this 11th day of October, 1999.

Janna M. Burkett
Notary Public



ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF SALINE)

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Dan Moudy, to me well known as the President of Longhills Village Property Owners Association and whose name is subscribed to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity herein stated.

WITNESS my hand and seal as such Notary Public on this 11th day of October, 1999.

Janna M. Burkett
Notary Public

My Commission Expires:

4-1-2007



99 54840

FILED FOR RECORD
IN DOC BOOK 09 PAGE 54836
OCT 14 1999
AT 9:00 O'CLOCK A
BY CRONE CIRCUIT CLERK

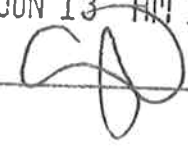
FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FILED
SALINE CIRCUIT &
CLERK

OF

'00 JUN 13 AM 11 09

LONGHILLS VILLAGE ADDITION

BY 

A PLANNED DEVELOPMENT

00 27561

WHEREAS, Longhills Properties, LLC, executed a Declaration of Covenants, Conditions and Restrictions dated July 1, 1999, filed for record July 1, 1999 at 9:08 o'clock A.M. and recorded as Instrument No. 99-35838 and re-recorded as a correction on August 26, 1999 as Instrument No. 99-46477 of the Records of Saline County, Arkansas designating certain lands as Longhills Village Subdivision, Phase-I, an Addition to the City of Benton, Saline County, Arkansas, and an Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record August 24, 1999 at 8:10 o'clock A.M. as Instrument No. 99-45575 and a Second Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record October 14, 1999 at 9:00 o'clock A.M. as Instrument No. 99-54836 and a Third Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record February 28, 2000 at 1:56 O'Clock P.M. as Instrument No. 00-8874 of the records of Saline County, Arkansas, and

WHEREAS, Longhills Properties, LLC, desires to amend said Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, Longhills Properties, LLC, and Longhills Village Property Owner's Association has authority to amend said Declaration of Covenants, Conditions and Restrictions, pursuant to **Article VII, General Provisions, Section 1, Term** of said Declaration, and

NOW THEREFORE, Longhills Properties, LLC, and Longhills Village Property Owner's Association in consideration of the sum of ONE DOLLAR (\$1.00) and in consideration of the benefits to the Addition do hereby amend the Declaration of Covenants, Conditions and Restrictions, as follows:

Article V, Residential Area Covenants, Architectural Design Vocabulary.

a. Technique and Materials

All buildings shall be clad in wood siding (clapboard or German siding), brick, stone, or stucco exterior insulation finish system (Dryvit), or Wolverine premium vinyl siding or approved equal or other siding of equal quality of the above as approved by the Architectural Control Firm.

Above grade foundations shall be covered with either brick or stone (Arkansas stone quarry) or other materials approved by the Architectural Control Firm. Where walls above the foundation are of other than brick, a rowlock brick course or stone cap course is required at the differing material transition point.

Clapboard siding shall not exceed 6" exposure. German siding shall not exceed 8" exposure. Vinyl siding shall not exceed a 6" exposure.

Wood or vinyl siding shall terminate at corner board which shall not exceed 6" exposure. Corner board shall protrude 3/4" and 1/2" from the wall surface.

Wood surfaces shall be painted with pre-approved colors. Trim and shutters can be painted a contrasting color from the main body.

Exterior Insulation and Finish System E.I.F.S. (Dryvit) shall be sand finish. Color must be pre-approved. Rustication joints of minimum 3/4" V-shape are required to imply classical proportions and correct entablature.

Windows shall have a cast stone head and sill or a brick soldier course at the head and rowlock course at the sill.

Chimneys shall extend a minimum of three (3) feet above any surface within ten (10) feet or other materials deemed satisfactory to the design by the Architectural Control Firm.

Vinyl and vinyl siding and wood and wood siding are to be used as trim materials only. They may not be used as wall siding to cover more than one side of a

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00 27563

building. Vinyl and vinyl siding and wood and wood siding may not be used as a wall siding on any building located on Lots numbered 51-76 in Phase I, 143 and 144 in Phase I, 152-168 in Phase I, 176-189 in Phase III, and 191 in Phase I.

All door and window openings located in a wall clad with siding shall have a minimum trim profile of 3 1/2" at head, sill, and jambs. Suggested trim materials are:

- 1. Wood wrapped with prefinished metal.
- 2. Vinyl or metal profiles produced from the siding manufacturer.
- 3. Wood (only if wood siding is used).

Corner trim shall match the typical window / door trim on the house. All trim materials and colors must be approved by the Architectural Control Firm prior to construction.

A frieze trim is required at all transitions between siding and soffit materials. The frieze profile shall be a minimum of 5 1/2". Trim material shall match the typical window / door trim on the house.

If a chimney is built with a metal flue cap, the cap shall be custom fabricated with a hip or gable-shaped profile. The cap shall be constructed from 24 gauge (minimum) galvanized "paint-grip" steel, or an equal gauge or prefinished metal. A manufacturer's standard flue cap is not an acceptable termination for a chimney.

The finished floor level of all houses shall be a minimum of 12" above adjacent existing grades. Slabs-on-grade are not permitted.

WITNESS our hands and seals this 13th day of June, 2000.

LONGHILLS PROPERTIES, LLC

LONGHILLS VILLAGE PROPERTY
OWNER'S ASSOCIATION

By: Curtis Ferguson
Curtis Ferguson, Manager

By: Windy, PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF SALINE)

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Curtis Ferguson, Manager of Longhills Properties, LLC, to me well known as the grantor in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity herein stated.

WITNESS my hand and seal as such Notary Public on this 13th day of June, 2000.



Janna M. Burkett
Notary Public

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF SALINE)

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Dan Moudy, to me well known as the President of Longhills Village Property Owners Association and whose name is subscribed to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity herein stated.

WITNESS my hand and seal as such Notary Public on this 13th day of June, 2000.



Janna M. Burkett
Notary Public

FILED FOR RECORD
In 100 Book 00 Page 27561

JUN 13 2000
at 11:09 o'clock AM
BY JIM CRONE, CIRCUIT CLERK



00 27564

EIGHTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FILED
SALINE CIRCUIT &
CHANCERY CLERK

2001 FEB 9 PM 2 38

OF
LONGHILLS VILLAGE ADDITION
A PLANNED DEVELOPMENT

BY 

01 07900

WHEREAS, Longhills Properties, LLC, executed a Declaration of Covenants, Conditions and Restrictions dated July 1, 1999, filed for record July 1, 1999 at 9:08 o'clock A.M. and recorded as Instrument No. 99-35838 and re-recorded as a correction on August 26, 1999 as Instrument No. 99-46477 of the Records of Saline County, Arkansas designating certain lands as Longhills Village Subdivision, Phase-I, an Addition to the City of Benton, Saline County, Arkansas, and an Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record August 24, 1999 at 8:10 o'clock A.M. as Instrument No. 99-45575 and a Second Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record October 14, 1999 at 9:00 o'clock A.M. as Instrument No. 99-54836 and a Third Amendment to Declaration of Covenants, Conditions and Restrictions, filed for record on February 28, 2000 at 1:56 O'Clock P.M. as Instrument No. 00-8874 and a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record June 13, 2000 at 11:09 O'Clock A.M. as Instrument No. 00-27561, and a Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development and Replat of Lots 20, 21 and 22, Phase 2, filed for record July 11, 2000 at 2:30 O'Clock P.M. as Instrument No. 00-32091, and a Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village

01 07901

Addition, a Planned Development and Replat of Lots 165 and 166, Phase I, filed for record November 27, 2000 at 12:08 O'Clock M. as Instrument No. 00-56955 of the records of Saline County, Arkansas, and a Seventh Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, and Replat of Lot 225, Phase I, Longhills Village Addition, filed for record January 9, 2001 at 10:44 O'Clock A.M. as Instrument No. 01-01228 of the records of Saline County, Arkansas, and

WHEREAS, Longhills Properties, LLC, desires to amend said Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition as follows:

Article V, Residential Area Covenants Section 5. Building Location. No building shall be located on any lot, nearer to any street line, than the minimum building set back lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 15 feet to a front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot, nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as part of the building. Also, for the purpose of this covenant, porticoes shall not be considered as part of the building as to Lot 166R, Phase I, only. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot. No driveway shall be located nearer than three (3) feet to an interior property line.

WHEREAS, Longhills Properties, LLC, and Longhills Village Property Owner's Association has authority to amend said Declaration of Covenants, Conditions and Restrictions, pursuant to **Article VII, General Provisions, Section 1, Term** of said Declaration, and

NOW THEREFORE, Longhills Properties, LLC, and Longhills Village Property Owner's Association, in consideration of the sum of ONE DOLLAR (\$1.00) and in consideration of the benefits to the Addition do hereby amend said Declaration of Covenants, Conditions and Restrictions, and

NINTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FILED
SALINE CIRCUIT &
CHANCERY CLERK

01 APR 5 AM 8 37

BY 

OF

LONGHILLS VILLAGE ADDITION

A PLANNED DEVELOPMENT

WHEREAS, Longhills Properties, LLC, executed a Declaration of Covenants, Conditions and Restrictions dated July 1, 1999, filed for record July 1, 1999 at 9:08 o'clock A.M. and recorded as Instrument No. 99-35838 and re-recorded as a correction on August 26, 1999 as Instrument No. 99-46477 of the Records of Saline County, Arkansas designating certain lands as Longhills Village Subdivision, Phase-I, an Addition to the City of Benton, Saline County, Arkansas, and an Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record August 24, 1999 at 8:10 o'clock A.M. as Instrument No. 99-45575 and a Second Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record October 14, 1999 at 9:00 o'clock A.M. as Instrument No. 99-54836 and a Third Amendment to Declaration of Covenants, Conditions and Restrictions, filed for record on February 28, 2000 at 1:56 O'Clock P.M. as Instrument No. 00-8874 and a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record June 13, 2000 at 11:09 O'Clock A.M. as Instrument No. 00-27561, and a Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development and Replat of Lots 20, 21 and 22, Phase 2, filed for record July 11, 2000 at 2:30 O'Clock P.M. as Instrument No. 00-32091, and a Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village

01 19533

01 19534

Addition, a Planned Development and Replat of Lots 165 and 166, Phase I, filed for record November 27, 2000 at 12:08 O'Clock M. as Instrument No. 00-56955 of the records of Saline County, Arkansas, and a Seventh Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, and Replat of Lot 225, Phase I, Longhills Village Addition, filed for record January 9, 2001 at 10:44 O'Clock A.M. as Instrument No. 01-01228, and an Eight Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition, a Planned Development, filed for record February 9, 2001 at 2:38 O'Clock P.M. as Instrument No. 01-07900 of the records of Saline County, Arkansas, and

WHEREAS, Longhills Properties, LLC, desires to amend said Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition as follows:

Article V, Residential Area Covenants Section 5. Building Location. No building shall be located on any lot, nearer to any street line, than the minimum building set back lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 15 feet to a front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot, nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as part of the building. Also, for the purpose of this covenant, porticoes shall not be considered as part of the building as to Lot 166R, Phase I, only. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot. No driveway shall be located nearer than three (3) feet to an interior property line. The driveway for Lot 44, Phase I, may be located adjacent to the North property line.

WHEREAS, Longhills Properties, LLC, and Longhills Village Property Owner's Association has authority to amend said Declaration of Covenants, Conditions and Restrictions, pursuant to **Article VII, General Provisions, Section 1, Term** of said Declaration, and

NOW THEREFORE, Longhills Properties, LLC, and Longhills Village Property Owner's Association, in consideration of the sum of ONE DOLLAR (\$1.00) and in consideration of the benefits to the Addition do hereby amend said Declaration of Covenants, Conditions and Restrictions, and

WITNESS our hands and seals this 4th day of April, 2001.

LONGHILLS PROPERTIES, LLC

LONGHILLS VILLAGE PROPERTY OWNER'S ASSOCIATION

By: [Signature]
Curtis Ferguson, Manager

By: [Signature]

01 19535

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

COUNTY OF SALINE)

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Curtis Ferguson, Manager of Longhills Properties, LLC, to me well known as the grantor in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Longhills Village Addition and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and in the capacity herein stated.

WITNESS my hand and seal as such Notary Public on this 4th day of April, 2001.

Janna M. Burkett
Notary Public

My Commission Expires:



