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DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FILED FOR RECORD
At 3:50 O'Clock P M
DEC 07 1999
SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

WELLINGTON HEIGHTS SUBDIVISION

PHASE I & II

WHEREAS, WELLINGTON HEIGHTS LIMITED PARTNERSHIP (hereinafter "Developer") is the record owner of the following described property (hereinafter "Property") to-wit: P 2-63

SEE ATTACHED EXHIBITS "A" & "B"

KNOW ALL MEN BY THESE PRESENTS:

That Developer has caused the property to be subdivided and platted into lots, said subdivision to be know as WELLINGTON HEIGHTS SUBDIVISION, PHASE I & II , in the City of Cave Springs, Benton County Arkansas, which plat has been filed of record. Developer hereby makes and enters the following Protective Covenants, Conditions and Restrictions with respect to said subdivision; hereby makes the following declaration as to limitations, restrictions and uses to which the lots constituting said subdivision may be put; hereby specifying that said declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this Declaration of Protective Covenants, Conditions and Restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified.

I.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. All streets shown on the recorded plat are hereby dedicated to the use of the public.

2. All easements as shown on the recorded plat are hereby dedicated for construction, operation and maintenance of public utilities and/or drainage and access easements, and are provided for the purpose of enabling such utilities, city officials, and landscape maintenance contractors, their agents and employees, to enjoy free, open and unobstructed access through, over and along such easements to the end that their personnel, trucks and work equipment may at all times install, service, operate and maintain all utility facilities within the boundaries of said easements.

3. An Architectural Review Board ("Board") shall be formed to review plans and specifications for all proposed construction within the subdivision. The Board shall be comprised of such members, as Developer shall designate. Plans and specifications showing the nature, size, kind, shape, height, materials and locations of any proposed construction shall be submitted to the Board for approval prior to commencement of construction. In the event the Board fails to approve or disapprove the design and location as shown in the plans and specifications within five (5) days after said plans and specifications have been submitted to it, approval will be deemed to have been given. After all of the platted lots in the subdivision have been sold by Developer and a residence constructed on each, the requirement as contained in this paragraph for prior approval of proposed construction shall no longer apply.

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4. All houses in Phase I shall have a minimum of 2000 square feet of heated space and all houses in Phase II shall have a minimum of 2400 square feet of heated space with an enclosed, attached or unattached, two-car garage. There shall be no carports; however, detached garages built of the same materials as the house and a minimum of 576 and a maximum of 864 square feet are permissible. Front entry garages are not allowed on any lot; however, side and rear-entry garages are permissible. All driveways shall be concrete, brick, stone, or asphalt.

5. All buildings on Single Family Lots must be constructed with any and all applicable City codes, rules, and regulations applicable to building materials. Additionally the following shall apply to all residences constructed within the Subdivision:
   (a). All foundations shall be constructed of #1 grade concrete block stem wall or shall be constructed by using a monolithic poured concrete slab method.
   (b). Roof pitches will not be less than 8/12 (unless approved by the Architectural Control Committee.)
   (c). All fascia boards will be 2" x 6" construction and covered with aluminum.

6. Each lot shall be used for single family residential purposes only.

7. Setbacks are as follows:
   Front setback 40 feet
   Rear setback 25 feet
   Side setback 10 feet
   It is the intent of the developer to encourage builders and lot owners to place their home in a manner that is aesthetically pleasing to the subdivision.

8. All homes shall have a minimum of 60% masonry exterior wall veneer. Masonite materials shall not be used for exterior siding or soffits. All exterior materials for siding or soffits shall be wood or an approved maintenance free material. All homes shall have metal gutters and downspouts. All composition shingles to be architectural grade, have a 25-year warranty and be self-sealing.

9. All mailboxes shall be identical and shall be purchased from Developer for $195.00.

10. The cost for construction of sidewalks shall be the responsibility of the Lot Owner and shall be subject to the construction specifications as mandated by the sidewalk construction plans (provided by the Developer upon request) and by the ordinances of the city of Cave Springs, Arkansas except that all sidewalks shall be a minimum of four feet in width.

11. No tree shall be disturbed without approval of the Architectural Review Board. This approval shall be in writing prior to the start of construction. Lot Owners shall provide a minimum of four (4) trees on tree-less lots with a minimum size of 1 1/2" diameter.

12. Lot Owners shall be responsible for the maintenance and site up keep (i.e. mowing of grass) of vacant lots.

13. No commercial building of any kind or type shall be erected. No structure shall be used for commercial purposes. No trade or business may be conducted in, upon, or from any Single Family Lot or any building thereon, except that an Owner or occupant of a residence may conduct business activities within the residence so long as the following conditions are met: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve regular visitation of the residence by clients, customers, suppliers, or other business invitees or door to door solicitation of residents of the Subdivision; and (d) the business activity is consistent with the

residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use or threaten the security or safety of other residents of the Subdivision.

14. Any and all outbuildings are permitted but must have a minimum of 25% brick, masonry, stucco, or stone and must be of same type of construction materials as the house. Outbuilding must also be of complimentary color. All outbuildings must be approved by the Architectural Control Committee with respect to size, placement on lot, and construction materials. All outbuildings shall have a minimum of 200 square feet.

15. Boats, trailers, mobile homes, jet skis, and unlicensed vehicles shall not be allowed, at any time, either temporarily or permanently unless they are behind permanent fencing, in an outbuilding, or in the garage. Said such items must be out of public view (i.e. can not be viewed from the street) at all times.

16. No poultry or livestock of any kind shall be raised, bred or kept on any lot. Kennels for breeding, selling, or keeping of domestic pets shall not be allowed. Any pets kept by a Lot Owner shall conform to City ordinances.

17. Occupant vehicles shall be parked only in the garage or driveway serving the residence dwelling. No occupant vehicles may be parked overnight on any of the streets of the Subdivision. Single Family Lot Owners shall provide sufficient off street parking to accommodate vehicles used by their family. For purposes of this provision a vehicle is considered an "occupant" if it is parked on or by the Lot or residence four (4) of more hours per day, four (4) or more days in any seven (7) day period. On street parking on a temporary basis is allowed for visitors and guests. Commercial vehicles, vehicles primarily used or designed for commercial purposes, commercial or heavy tractors, and semi-trailer trucks shall not be allowed to park in the Subdivision, either on the streets or on a privately owned Single Family Lot.

18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers.

19. All fences must be constructed of wood (wood fences must be shadowboxed), masonry materials, or iron. In addition, fences must not extend past the front of any residence. Any fencing on front of the residence must have columns a minimum of ten feet apart constructed of the same masonry materials used in the construction of the home (i.e. brick, stone, stucco, etc.) All Corner Lots must also have columns on the side yard adjacent to the street. No privacy fence on any single family lot shall be less than four (4) feet in height, nor shall it exceed eight (8) feet in height. All fence plans must be submitted to the Architectural Control Committee in accordance with the procedure set out in paragraph 3 of Article I. It is the intent of the Developer to encourage homebuilders and/or lot owners to refrain from fencing entire yards with six (6) or eight (8) foot tall privacy fencing. As this will impede the views from other lots and take away from the natural beauty of the subdivision. Lot owners are encouraged to fence only areas of lawn which are needed for pets, privacy, or children with six (6) or eight (8) foot fencing and to use either wrought iron (see through) or 4' wood shadowbox on all other areas of the lot desired for fencing.

20. The grass on each lot shall be maintained by mowing. Lawn shall be established within 90 days of house completion. All front lawns and front and side lawns of corner lots must be sodded. Finish grading, sodding, and seeding shall be a part of Lot Owner's responsibility.

21. No sign of any kind shall be displayed to the public view on any lot during construction 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 by a builder to advertise the property. The provisions of this paragraph shall not prevent the Developer from constructing, erecting, or maintaining structures or signs of any content or size on Lots owned by it when the Developer, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Single Family Lots or other portions of the Property. In addition, the provisions of this paragraph shall not prevent any home builder from erecting or maintaining signs of any size advertising model homes on Lots owned by such home builder provided that such signs are in compliance with all applicable ordinances of the City of Cave

Springs, Arkansas. Additionally, and notwithstanding anything to the contrary contained herein, the Developer shall be entitled to permanently install Subdivision monument signs on Lots 9 & 10 of Phase I and Lots 24 & 27 of Phase II.

22. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

23. Outside clothesline or other outside facilities for drying or airing clothes shall not be erected, placed, or maintained except for within a fenced back yard or otherwise concealed and not visible from public thoroughfares.

24. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Single Family Lot, except such machinery or equipment as is usual and customary in the Cave Springs area in connection with the use and maintenance or construction of a private residence or appurtenant structures; provided, however, such machinery or equipment may be so placed, operated, or maintained by any governmental or quasi-governmental agency of a public utility. However, machinery and equipment for a home workshop may be placed, operated and maintained inside a private residence, including an enclosed garage.

25. No exterior antenna or other devise for the transmission or reception of any form of electromagnetic radiation shall be erected, used or maintained on any Single Family Lot, unless the same is appropriately screened so as to not be visible from the front on any other Single Family Lot or any public street. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Single Family Lot which may unreasonably interfere with the reception of television or radio signals on any other Single Family Lots. No satellite dish antenna shall be erected unless the same is appropriately screened so as to not be visible from the front of any other Single Family Lot or any public street.

26. Lot Owners agree to be bound by the foregoing covenants. Any party violating these covenants will be responsible for any attorney fees incurred because of their violation.

27. These Covenants, Conditions, and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years at which time said covenants shall be automatically extended for successive periods of ten (10) years. Notwithstanding the above, at any time, these covenants may be waived, terminated and/or modified with the written consent of a majority of Lot Owners in said subdivision; and if only a portion of said Addition is intended to be affected by said waiver, termination and/or modification, then the written consent of a majority of Lot Owners of said lots in the portion to be affected shall also be secured. No such waiver, termination and/or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder for the County of Benton, State of Arkansas. Notwithstanding the above, no alteration or modification of the covenants and restrictions contained herein may be made prior to December 31, 2001, without the express written consent of either the Developer or of the person or entity to whom the Developer shall have expressly assigned its rights under this paragraph. Notwithstanding any provisions hereof to the contrary, the Developer may at its sole discretion and without consent being required of anyone, (i) modify, amend, or repeal these covenants and restrictions at any time prior to the closing of the sale of the last Single Family Lot, provided said amendment, modification, or repeal is in writing and properly recorded in the Real Property Records of Benton County, Arkansas and /or (ii) amend these covenants and restrictions to cause these covenants and restrictions to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration.)

28. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants. Violators shall be subject either to restraint or to an action for damages as may be provided by law.

29. Invalidation of any one of theses covenants, conditions or restrictions, or any part thereof by order or judgement of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

II

PROPERTY OWNERS ASSOCIATION

Developer deems it desirable for the efficient preservation of the values of interests in the Project to create an association, which should be delegated and assigned powers of (I) maintaining and administering the following common areas:

(a) Parks and green space areas
(b) Clubhouse
(c) Pool and Pool area
(d) Playground and playground equipment
(e) Walking trails
(f) Park access easements
(g) Medians
(h) Entrance areas
(I) Entrance walls
(j) Entrance lighting
(k) Street lights and street light banners
(l) Sprinkler systems
(m) Any and all other improvements to common areas

Any and all other areas which might be deeded to the Association in the future. (ii) administering and enforcing the Covenants, Conditions and Restrictions contained in this Declaration, and (iii) establishing, collecting and disbursing the assessments and charges hereinafter created, and for this purpose hereby creates and establishes under the laws of the State of Arkansas, Wellington Heights Property Owners Association, (hereinafter referred to as the "Association") for the purpose of exercising the functions described herein.

ARTICLE I

DEFINITIONS

In addition to the definitions herein above set forth, the following words or phrases when used in this Declaration (except when the context otherwise requires) shall have the following definitions.

Section 1. "Assessments" shall mean and refer to an assessment, whether annual or special, which is levied, charged or assessed against a Lot Owner in accordance with the provisions of this Declaration, and shall become a debt of such Lot Owner and a lien against his lot as hereinafter provided.

Section 2. "Association" shall mean and refer to the Wellington Heights Property Owners Association" or its successors or assigns, which entity shall consist of all the Lot Owners of lots in the Project.

Section 3. "Bylaws" shall mean and refer to the duly adopted Bylaws of the Association as the same may from time to time be amended.

Section 4. "Limited Common Property" shall mean and refer to the entire Project except for the lots, dedicated public streets and easements as shown on the recorded subdivision plat of the Project. The

Limited Common Property is intended to be devoted to the common use and enjoyment of the Lot Owners within the Project.

Section 5. "Lot Owner" shall mean and refer to any person, firm, corporation, or other association which owns a lot in the Project, but shall not include any person, firm, corporation, or other association having such interest merely as security for the performance of an obligation.

Section 6. "Association Property" shall mean (i) all tangible and intangible personal property acquired by Developer in connection with its development of the project and transferred to the Association by Developer, (ii) the Limited Common Property transferred to the Association by Developer, and (iii) any real or personal property which shall hereafter be acquired, owned, held or controlled by the Association for the use, benefit, and enjoyment of the Lot Owners as a whole, and any replacements, substitutions or additions thereto. No Lot Owner shall have any proprietary interest in Association Property.

Section 7. "Project" shall mean the Wellington Heights Subdivision being developed by Developer, including all planned phases whether platted or unplatted as of the date of filling this Declaration.

Section 8. "Person" means any individual, corporation, partnership, association or other legal entity.

ARTICLE II

ASSOCIATION

Section 1. Membership in Association. Each Lot Owner (including Developer as to any unsold or retained lots) shall automatically become a member of the Association and shall remain a member thereof until he or she shall cease to be a Lot Owner. The Lot Owner may assign his membership privileges to a lessee, tenant, or contract purchaser, so long as the same shall be in writing and upon ten (10) days' prior written notice to the Association.

Section 2. Transfer of Membership. The membership of each Lot Owner in the Association is appurtenant to and inseparable from his ownership interest in his lot and shall be automatically transferred upon any authorized transfer or conveyance of his lot to any transferee or grantee, and except as provided herein, said membership shall be non-transferable.

Section 3. Voting Rights. The Association shall have two (2) classes or voting memberships.

Class A. Members of Class A shall be all Lot Owners other than the Developer. Each Class A member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot, nor shall there be any split votes among multiple owners of a single lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each lot owned by Developer. Class B membership shall cease and covert to Class A membership on the happening of the first to occur of the following events:

(a) When the total votes outstanding in Class A membership are equal to or greater than the total votes outstanding in the Class B membership, or

(b) five (5) years from the date of the filing of record of this Declaration.

Upon conversion of the membership, the Class B member shall be entitled to one vote for each lot in which it holds the interest required for membership hereunder.

The voting rights of both classes of membership shall be subject to the restrictions, conditions and limitations provided in this Declaration and in the Bylaws of the Association.

Section 4. Board of Directors. The Board of Directors shall consist of three (3) persons. The initial Board of Directors shall be named by the Developer. At the time of the first annual meeting of the members of the Association, the members thereof (including Developer with respect to any unsold or retained lots) shall elect, in accordance with the Bylaws, a Board of Directors replacing the initial Board of Directors.

Section 5. Bylaws. The association shall be governed by a set of Bylaws which have been made and adopted by the Developer and which are incorporated herein by referenced as if set out herein word for word.

ARTICLE III

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each lot owned by it hereby covenants and each Lot Owner of any lot, by acceptance of a deed therefor, whether or not expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay all assessments duly fixed by the Association. Such assessments may be fixed, established and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall be a charge on the lot and shall constitute a continuing lien on the lot against which each assessment is made. Each assessment, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall also be the personal obligation for delinquent assessments shall not pass to a Lot Owner's successor in title unless expressly assumed by such successor in title; however, the lien herein created against the lot for delinquent assessments shall continue against said lot, notwithstanding transfer of title to the lot. The personal obligation for delinquent assessments shall be joint and several for multi-owners of a single lot.

Section 2 Purpose of Assessments. Assessment shall be used exclusively for the operations of the Association, the improvement and maintenance of limited common properties; the payment of taxes and levies on the limited common property, if any and the payment of insurance obtained by the Association on the Association's property.

Section 3. Amount and Date of Commencement of Annual Assessments. Lots owned by the Developer shall not be assessed annual assessment fee so long as the lot remains an undeveloped lot. Once title of a lot is transferred from the Developer there will be due an annual assessment of two hundred dollars ($200.00), said assessment shall be for a full calendar year. Assessments will be due January 1st of each year. For any lot purchased 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 by and paid to the Wellington Heights Property Owner's Association. From and after January 1, 2001, the annual assessments may be increased in accordance with the procedures outlined in Section 4 of this Article or, if deemed appropriate by the Board of Directors of the Association after consideration of current maintenance costs and future needs of the Association, the amount of such annual assessment may be reduced.

Section 4. Change in Amount of Annual Assessments. From and after January 1, 2001, the annual assessments may be increased by the Board of Directors of the Association in an amount not exceeding twenty percent (20%) above the annual assessment for the previous year. From and after January 1, 2001, the membership of the Association may change the amount of the assessment by any amount above the annual assessment for the previous year. Any such change shall have the consent of two-thirds (2/3) of the votes cast by each class of members who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in

advance and shall set forth the purpose of the meeting. In the event that neither the Board of Directors nor the members of the Association elect to increase the annual assessment in any year, the annual assessment for that year shall remain at the amount prevailing for the previous year.

Section 5. Special Assessments. The membership of the Association may establish special assessments as deemed necessary for the welfare of the Association and the purposes of which it exists. The establishment of such special assessments shall require the consent of two-thirds (2/3) of the votes cast by each class of members who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Uniform Rate of Assessment. Annual and special assessments shall be paid at a uniform rate by each lot, so that each Lot Owner pays an equal assessment regardless of the size of his lot. Annual assessments shall be paid without regard to the extent of use or non-use of the Limited Common Property; and such assessments shall be collected on an annual basis. Special assessments shall be collected at the time as determined by the Board of Directors of the Association, and shall also be divided equally among the Lot Owners, except that for any damages or destruction due to negligence, intentional or malicious acts or omission of any Lot Owner, any member of his family, guests, tenants, agents, licensees, or employees, the Board shall assess only such Lot Owner for the cost of repair or replacement of such damaged area. In the event of such occurrence, such special assessment shall thereafter be due as a separate debt of such Lot Owner and payable in full to the Association within thirty (30) days following the mailing of such notice for the Board of Directors of the Association.

Section 7. Required Quorum for Levying Special Assessments for Capital Improvements and for Changing Amount of Annual Assessments. At any meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of members, in person or by proxy, 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 forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at such 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 sixty (60) days following the proceeding meeting.

Section 8. Assessment Duties of the Board of Directors. The Board of Directors of the Association shall establish the amount of the annual assessment at least thirty (30) days in advance of the initial commencement date and the first of March of any subsequent calendar year. The Board of Directors of the Association shall cause records to be kept on the due dates and payments made by each Lot Owner within the Project, and such records shall be kept at the office of the Association and shall be open to inspection to any Lot Owner. Written notice of all assessments established by the Board of Directors or by any membership of the Association shall be sent to each Lot Owner. The Association shall, upon request, furnish to any Lot Owner liable for any annual or special assessment a certificate in writing signed by a duly-authorized officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; the Personal Obligation of the Lot Owner; the Lien, Remedies of the Association. If the assessments are not paid on the dates specified by the Board of Directors in accordance with Sections 6 and 8 above, then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the lot which assigns. The personal obligation of the then-Lot Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then-Lot Owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them. If the assessment is not paid within thirty days (30) after the due date, the assessment shall bear interest from the due date at the maximum rate of interest allowed by law, and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment a reasonable attorneys' fee to be fixed by the Court, together with the costs of such action.

No Lot Owner may exempt himself from liability for assessments provided herein by (i) his non-use of the Limited Common Property and appurtenances, (ii) his waiver of the use of the Limited Common Property, or (iii) by abandonment of Owner's lot.

Section 10. Subordination to the Lien of Mortgages. The lien of assessments provided for herein shall be subject and subordinate to the rights of any mortgagee of any recorded first mortgage or second mortgage upon any lot made in good faith and for value.

ARTICLE VI

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Additions to Project by Developer. Developer, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties provided (i) that such additional properties are in the general area, and (ii) that the additional properties are developed, designed, and planned in a manner comparable to the Project subject to this Declaration. Nothing herein shall require the Developer to add any such property.

Section 2. Other Additions. Notwithstanding the foregoing, additional properties may be added to the Project even though such properties are not consistent with the scheme and design of the Project upon the consent of a majority of the votes of each class of members of the Association who are voting in person by proxy at a regular meeting of the Association or at a meeting duly called for such purposes.

Section 3. Method of Authorizing Additions. The additions under Sections 1 and 2 of this Article shall be made by filing of record one or more supplementary declarations of covenants, conditions and restrictions with respect to the additional property which shall extend the scheme of the provisions of this Declaration to such property.

EXECUTED THIS 16th DAY OF NOVEMBER, 1999.

WELLINGTON HEIGHTS LIMITED PARTNERSHIP

By: _____
MARTIN J. HAEST, JR., PRESIDENT OF M.J.H. INVESTMENTS, INC., GENERAL PARTNER

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS.
)

On this 16th day of November, 1999, before me a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Martin J. Haest, Jr., being the person or persons authorized by said Partnership to execute such instrument, who stated that he was the President of M.J.H. Investments, Inc., General

Partner thereof of Wellington Heights Limited Partnership, and was duly authorized in that capacity to execute the foregoing instruments for and in the name and on behalf of said Corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposed therein mentioned and set forth.

Sworn to and subscribed before me this 16th day of November, 1999.

Rochelle Creek

Notary Public

My commission expires:
6/8/2008

"NOTARY SEAL"
Rochelle L. Creek, Notary Public
Benton County, State of Arkansas
My Commission Expires 6/8/2008.

99 128396

EXHIBIT "A"

WELLINGTON HEIGHTS SUBDIVISION, PHASE 1, DESCRIPTION:
PART OF THE W1/2 OF THE NW1/4 OF SECTION 7, TOWNSHIP 18 NORTH, RANGE 30 WEST AND PART OF THE E1/2 OF THE NE1/4 OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 31 WEST IN BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING 680.99 FEET SOUTH AND 542.32 EAST OF THE NW CORNER OF SAID SECTION 7; THENCE EAST 7.57 FEET; THENCE S89°52'40"E 204.66 FEET TO THE WEST R/W OF CLAYTON ROAD; THENCE WITH SAID R/W S00°29'05"E 323.50 FEET; THENCE FROM SAID R/W N89°42'25"W 214.97 FEET; THENCE NORTH 322.83 FEET TO THE POINT OF BEGINNING CONTAINING 1.58 ACRES MORE OR LESS.

ALSO, BEGINNING 1278.80 FEET SOUTH AND 539.58 EAST OF THE NW CORNER OF SAID SECTION 7; THENCE S89°42'25"E 222.54 FEET TO THE WEST R/W OF CLAYTON ROAD; THENCE WITH SAID R/W S00°31'09"W 1008.57 FEET; THENCE FROM SAID R/W S89°41'04"W 219.69 FEET; THENCE N00°21'23"E 1010.90 FEET TO THE POINT OF BEGINNING CONTAINING 5.13 ACRES MORE OR LESS.

ALSO, BEGINNING 2290.98 FEET SOUTH AND 297.84 FEET EAST OF THE NW CORNER OF SAID SECTION 7; THENCE N89°41'04"E 235.46 FEET; THENCE S00°23'04"W 338.34 FEET TO THE NORTH R/W OF BROWN ROAD; THENCE WITH SAID R/W S88°35'05"W 235.56 FEET; THENCE FROM SAID R/W N00°23'04"E 342.86 FEET TO THE POINT OF BEGINNING CONTAINING 1.84 ACRES MORE OR LESS.

ALSO, BEGINNING 2413.47 FEET SOUTH OF THE NW CORNER OF SAID SECTION 7; THENCE EAST 61.57 FEET; THENCE S00°23'04"W 227.06 FEET TO THE NORTH R/W OF BROWN ROAD; THENCE WITH SAID R/W N89°57'59"W 1412.53 FEET; THENCE FROM SAID R/W N00°40'11"E 226.25 FEET; THENCE EAST 1349.84 FEET TO THE POINT OF BEGINNING CONTAINING 7.35 ACRES MORE OR LESS.

CONTAINING IN ALL 15.90 ACRES, SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

EXHIBIT "B"

WELLINGTON HEIGHTS SUBDIVISION, PHASE II, A SUBDIVISION TO THE CITY OF CAVE SPRINGS, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

A PART OF THE FRACTIONAL W1/2 OF THE NW1/4 OF SECTION 7, TOWNSHIP 18 NORTH, RANGE 30 WEST AND A PART OF THE E1/2 OF THE NE1/4 OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 31 WEST IN BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING N 89° 19'39" E, 173.71 FEET FROM THE NW CORNER OF SAID SECTION 7; THENCE N 89°19' 39" E, 576.42 FEET TO THE WEST RIGHT-OF-WAY OF CLAYTON STREET; THENCE WITH SAID WEST RIGHT-OF-WAY, S 00°22'46" E, 487.24 FEET; THENCE FROM SAID RIGHT-OF-WAY N 89°52'40" W 202.99 FEET; THENCE S 00°07'20" W, 203.00 FEET; THENCE S 01°20' 39" W, 322.91 FEET; THENCE S 00°34'14" W, 275.00 FEET; THENCE S 00°21'23" W, 1010.90 FEET; THENCE S 89°41'04" W, 470.92 FEET; THENCE S 00°23'04" W, 121.19 FEET; THENCE WEST 274.06 FEET; THENCE SOUTH 166.90 FEET; THENCE S 44°57'59" E, 84.85 FEET TO THE NORTH RIGHT-OF-WAY OF BROWN ROAD; THENCE WITH SAID NORTH RIGHT-OF-WAY, N 89°57'59" W, 170.00 FEET; THENCE FROM SAID NORTH RIGHT-OF-WAY, N 45°02'01" E, 84.85 FEET; THENCE NORTH 166.87 FEET; THENCE WEST 130.00 FEET; THENCE NORTH 275.00 FEET; THENCE EAST 18.49 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 55.79 FEET, A CENTRAL ANGLE OF 41°09'36" AND AN ARC LENGTH OF 40.08 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 104.82 FEET, A CENTRAL ANGLE OF 19°53'26" AND AN ARC LENGTH OF 36.39 FEET; THENCE N 31°12' 53" W, 103.65 FEET; THENCE NORTH 792.30 FEET; THENCE N 00°18' 31" W, 42.70 FEET; THENCE WEST 177.45 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 117.81 FEET; THENCE SOUTH 5.00 FEET; THENCE WEST 225.00 FEET; THENCE NORTH 192.96 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 09°24'38" AND ARC LENGTH OF 57.49 FEET; THENCE N 57° 13'40" E, 133.30 FEET; THENCE S 32°46'20" E, 225.00 FEET; THENCE N 57°13'40" E, 720.00 FEET; THENCE N 32°46'20" W, 275.00 FEET; THENCE N 57°13'40" E, 42.65 FEET; THENCE N 32°46'20" W, 301.08 FEET; THENCE N 65°49'02" E, 126.42 FEET; THENCE N 53°01'46" E, 353.12 FEET TO THE POINT OF BEGINNING CONTAINING 46.57 ACRES, MORE OR LESS.

First Amendment 02014772
To
Declaration of Protective Covenants, Conditions and Restrictions of Wellington Heights Subdivision Phases I & II

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, as Developer of the land platted into said addition known as Wellington Heights Subdivision Phase I & II, to the City of Cave Springs, Arkansas, said plats being recorded as plat record P1, at page 854, and plat record P2, at page 633, in the plat records of Benton County, Arkansas, desire to amend the "Declaration of Protective Covenants, Conditions and Restrictions of Wellington Heights Subdivision Phases I & II," recorded on December 7, 1999, as Benton County, Arkansas land document #99128386, hereby execute a First Amendment to such covenants & restrictions; and,

WHEREAS, paragraph 27 of Section 1, provides that the Developer may amend the covenants & restrictions at any time prior to the closing of the last single family lot, provided said amendment, modification or repeal is in writing and recorded in the real property records of Benton County, Arkansas; and,

WHEREAS, the undersigned Developer desires that the covenants & restrictions be amended as set forth herein;

NOW, THEREFORE, the undersigned Developer hereby amends the "Declaration of Protective Covenants, Conditions and Restrictions of Wellington Heights Subdivision Phases I & II," as follows:

1. Section I, "Covenants, Conditions and Restrictions," paragraph 4, is amended to read as follows:

   All houses in Phase I shall have a minimum of 1500 square feet of heated space and all houses in Phase II shall have a minimum of 1800 square feet of heated space, with the exception of Lots 105 - 116 Phase II which shall have a minimum of 2000 square feet of heated space, with an enclosed, attached or unattached, two-car garage. There shall be no carports; however, detached garages built of the same materials as the house and a minimum of 576 and a maximum of 864 square feet are permissible. Front entry garages are allowed on any lot; however, side and rear-entry garages are permissible. All driveways shall be concrete, brick, stone, or asphalt.

3. Section I, "Covenants, Conditions and Restrictions," paragraph 8, is amended to read as follows:

   All homes shall have a minimum of 60% masonry exterior wall veneer. All exterior materials for siding or soffits shall be wood, masonite, vinyl siding or an approved maintenance free material. All composition shingles to be architectural grade, have a 25-year warranty and be self-sealing.

4. Section I, "Covenants, Conditions and Restrictions," paragraph 19, is amended to read as follows:

   All fences must be constructed of wood, masonry materials, or iron. In addition, fences must not extend past the front of any residence. No privacy fence on any single family lot shall be less than four (4) feet in height, nor shall it exceed eight (8) feet in height. All fence plans must be submitted to the Architectural Control Committee in accordance with the procedure set out in paragraph 3 of Article I. it is the intent of the Developer to encourage homebuilders and/or lot owners to refrain from fencing entire yards with six (6) or eight (8) foot tall privacy fencing. As this will impede the views from other lots and take away from the natural beauty of the subdivision. Lot owners are encouraged to fence only areas of lawn which are needed for pets, privacy, or children with six (6) or eight (8) foot fencing and to use either wrought iron (see through) or4' wood shadowbox on all other areas of the lot desired for fencing.

5. Section I, "Covenants, Conditions and Restrictions," paragraph 20, is amended to read as follows:

   The grass on each lot shall be maintained by mowing. Lawn shall be established within 90 days of house completion. All lawns must be have a minimum of seed and straw. Finish grading, sod and seeding shall be a part of Lot Owner's responsibility.

Except as specifically amended herein, the covenants and restrictions for Wellington Heights Subdivision Phase I & II, shall remain in full force and effect.

IN WITNESS WHEREOF, this first amendment to the has been executed this 10th day of December, 2001.

Wellington Heights Limited Partnership

By: _____
Martin J. Haest, Jr., President of M.J.H. Investments, Inc., General Partner

FILED FOR RECORD
At 4:13 O'Clock P M
JAN 23 2002
SUE HODGES
Clerk and Recorder
Benton County, ARK.

ACKNOWLEDGMENT

02014773

State of Arkansas)
) SS.
County of Washington)

On this day, before me a Notary Public, within and for the said County and State, personally appeared Martin J. Haest, Jr., to me personally known, who acknowledge that he is the President of M.J.H. Investments, Inc., General Partner of Wellington Heights Limited Partnership, and that he as such officer, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the General Partner by himself as such officer.

WITNESS my hand and seal this 10th day of December, 2001.

Kem E. Wimberly
Notary Public

My Commission expires: 9-1-11