

AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR HIGHLAND PARK VILLAS SUBDIVISION

WHEREAS, Cooper Homes Inc., hereinafter referred to as "Developer", as owner and developer, executed on the 16<sup>th</sup> day of May, 2001, a Supplemental Declaration of Covenants and Restrictions for Highland Park Villas Subdivision, which was filed for record at 1:41 P.M. on the 25th day of May, 2001 in the office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County, Arkansas, and is there recorded in Book 01, Pages 073002 through 073018, hereinafter referred to as the "Villas Declaration"; and WHEREAS, the Villas Declaration provided that the lands identified in the Villas Declaration were subject to the Declaration filed for record at 10:00 A -M. on the 18<sup>th</sup> day Of May, 1965 in the office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County Arkansas in Book 373, Page 08, et seq.; hereinafter referred to as the "Original Declaration", and

WHEREAS, the Villas Declaration further provided that the lands identified in the Villas Declaration were subject to the Supplemental Declaration of Covenants and Restrictions filed for record at 9:00 AM. on the 30th day of March, 1970, in the office of the Circuit Clerk and Ex-Officio Recorder in and for Benton County, Arkansas in Book 415, Page 177, et seq.; hereinafter referred to as the "Townhouse Supplemental Declaration", and

WHEREAS the Developer, the Bella Vista Townhouse Association and the Highland Park Villas Owners Association, Inc., hereinafter referred to as the "Parties", have agreed that it is necessary and desirable to remove the lands identified in the Villas Declaration as Highland Park Villas Subdivision Highland Parkway and Brighton Lane Phase 1 from the covenants conditions and restrictions of the Townhouse Supplemental Declaration and from the authority, obligations and responsibility of the Bella Vista Townhouse Association, and

WHEREAS, the Bella Vista Townhouse Association joins in the execution of this instrument for the purpose of indicating its agreement to remove the Highland Park Villas Subdivision Highland Parkway and Brighton Lane Phase I lands from the covenants conditions and restrictions of the Townhouse Supplemental Declaration and from the authority, obligations and responsibility of the Bella Vista Townhouse Association, and

WHEREAS, the Highland Park Villas Owners Association, Inc., joins in the execution of this instrument for the purpose of indicating its agreement to perform the obligations placed upon it by the Villas Declaration, as well as any Supplemental Declaration hereafter placed of record and made subject hereto and whether or not executed by it:

NOW THEREFORE the Developer for the purposes aforesaid and in compliance with ARTICLE II, Sections 2 and 3, of the Original Declaration declares that the Highland Park Villas Subdivision Highland Parkway and Brighton Lane Phase I is hereby subject to the Original Declaration to the extent that same shall constitute additional lands under the Original Declaration aforesaid and shall be a part of the existing properties, and said lands referred to shall be Highland Park Villas Subdivision, Highland Parkway and Brighton Lane Phase I, under and in said Original Declaration and covered by said Original Declaration as fully as though same had been included in said Original Declaration at the time it was executed; and that the Highland Park Villas Subdivision Highland Parkway and Brighton Lane Phase I is also subject to the covenants, conditions and restrictions of this "Villas Declaration" which shall run with the land and shall be binding on all parties having or acquiring any right title or interest in the described lands or any part thereof, and the lands referred to lying and being situated in the County of Benton, State of Arkansas, to-wit:

LEGAL DESCRIPTION

HIGHLAND PARK VILLAS SUBDIVISION  
HIGHLAND PARKWAY AND BRIGHTON LANE

PARCEL OF LAND LYING IN THE SE1/4 OF THE SE1/4 OF SECTION 29 (0.050 ACRES+), AND THE NE1/4 OF THE NE1/4 OF SECTION 32 (2.407 ACRES +), TOWNSHIP 21 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 62.63 FEET NORTH AND 111.58 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 32 (ARKANSAS STATE PLANE COORDINATES OF NORTH 781, 896.87 FEET AND EAST 1,326, 469.60 FEET); THENCE S00° 41' 35" W 565.03 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT 71.09 FEET TO SAID CURVE HAVING RADIUS OF 132.00 FEET AND DELTA ANGLE OF 30° 51' 33"; THENCE S31° 33' 08" W 50.04 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT 250.32 FEET, SAID CURVE HAVING A RADIUS OF 170.00 FEET AND A DELTA ANGLE OF 84° 22' 00"; THENCE N64° 04' 52" W 316.10 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT 41.38 FEET, SAID CURVE HAVING RADIUS OF 180.00 FEET AND DELTA ANGLE OF 13° 10' 14"; THENCE N77° 15' 06" W 255.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT 253.08 FEET, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A DELTA ANGLE OF 51° 47' 11"; THENCE S50° 57' 43" W 103.13 FEET; THENCE S40° 57' 43" W 66.73 FEET; THENCE S77° 47' 49" W 36.02 FEET TO THE WEST RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 340; THENCE ALONG SAID RIGHT OF WAY N12° 13' 43" W 74.10 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY N72° 18' 13" E 84.67 FEET; THENCE N50° 57' 43" E 88.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 289.23 FEET, SAID CURVE HAVING A RADIUS OF 320.00 FEET AND DELTA ANGLE OF 51° 47' 11"; THENCE S77° 15' 06" E 255.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF CURVE TO THE RIGHT 50.57 FEET, SAID CURVE HAVING A RADIUS OF 220.00 FEET AND A DELTA ANGLE OF 13° 10' 14"; THENCE S64° 04' 52" E 316.10 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF CURVE TO THE LEFT 191.42 FEET, SAID CURVE HAVING RADIUS OF 130.00 FEET AND A DELTA ANGLE OF 84° 22' 00"; THENCE N31° 33' 08" E 50.04 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT 49.55 FEET, SAID CURVE HAVING RADIUS OF 92.00 FEET AND DELTA ANGLE OF 30° 51' 33"; THENCE N00° 41' 35" E 141.93 FEET; THENCE N89° 18' 25" W 108.73 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF CURVE TO THE RIGHT 81.08 FEET, SAID

CURVE HAVING A RADIUS OF 132.00 AND DELTA ANGLE OF 35° 11' 31"; THENCE N54° 06' 54" W 249.78 FEET; THENCE N84° 06' 54" W 46.60 FEET; THENCE NORTHEASTERLY ALONG THE CURVE TO THE RIGHT 209.44 FEET; SAID CURVE HAVING RADII OF 50.00 FEET AND A DELTA ANGLE OF 240° 00' 00"; THENCE S24° 06' 54" E 46.60 FEET; THENCE S54° 06' 54" E 249.78 FEET; THENCE SOUTHEASTERLY ALONG THE CURVE TO THE LEFT 56.61 FEET, SAID CURVE HAVING RADIUS OF 92.00 FEET AND A DELTA ANGLE OF 35° 11' 31"; THENCE S89° 18' 25" E 108.73'; THENCE N00° 41' 35" E 383.10 FEET; THENCE S89° 18' 25" E 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.457 ACRES, MORE OR LESS.

RECORD PLAT TITLED LOTS 1-2, 31-32, 41-42, 49-50, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED APRIL 10, 2002, IN BOOK P4, PAGE 632, CONTAINING 0.903 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 7-8, 11-16, 19-20, 23-30, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED MAY 25, 2001, IN BOOK P3, PAGE 881, CONTAINING 1.253 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 3-6, 9-10, 33-36, 81-82, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JANUARY 17, 2002, IN BOOK P4, PAGE 430, CONTAINING 1.090 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 17 - 18, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JUNE 22, 2001, IN BOOK P3, PAGE 949, CONTAINING 0.116 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 21 - 22, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED DECEMBER 5, 2001, IN BOOK P4, PAGE 354, CONTAINING 0.241 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 39 - 40, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 12, 2002, IN BOOK P4, PAGE 499, CONTAINING 0.196 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 59-60, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 3, 2003, IN BOOK 2003, PAGE 77, CONTAINING 0.073 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 61 - 62, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JANUARY 21, 2003, IN BOOK 2003, PAGE 40, CONTAINING 0.123 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 45 - 46, BLOCK HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 21, 2003, IN BOOK 2003, PAGE 127, CONTAINING 0.293 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 65-66 & 76-79, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JUNE 25, 2003, IN

BOOK 2003, PAGE 510, CONTAINING 0.367 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 67 - 68, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED AUGUST 15, 2003, IN BOOK 2003, PAGE 695, CONTAINING 0.087 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 63 - 64, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED AUGUST 15, 2003, IN BOOK 2003, PAGE 694, CONTAINING 0.171 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 51, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED AUGUST 19, 2003, IN BOOK 2003, PAGE 708, CONTAINING 0.031 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 52, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED OCTOBER 07, 2003, IN BOOK 2003, PAGE 853, CONTAINING 0.032 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 73, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED APRIL 07, 2004, IN BOOK 2004, PAGE 374, CONTAINING 0.064 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 53 & 54, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED OCTOBER 13, 2004, IN BOOK 2004, PAGE 1196, CONTAINING 0.070 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 72, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED OCTOBER 21, 2004, IN BOOK 2004, PAGE 1222, CONTAINING 0.162 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 58, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED NOVEMBER 19, 2004, IN BOOK 2004, PAGE 1348, CONTAINING 0.078 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 74-75, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 01, 2005, IN BOOK 2005, PAGE 150, CONTAINING 0.158 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 55, BLOCK HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 17, 2005, IN BOOK 2005, PAGE 227, CONTAINING 0.050 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 80, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED MAY 18, 2005, IN BOOK 2005, PAGE 633, CONTAINING 0.087 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 43 - 44, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JULY 16, 2001 , IN BOOK

P3, PAGE 988, CONTAINING 0.200 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 37-38 & 47-48, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED DECEMBER 04, 2002, IN BOOK 2002, PAGE 355, CONTAINING 0.582 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 56-57, BLOCK 1 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED APRIL 07, 2004, IN BOOK 2004, PAGE 373, CONTAINING 0.114 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 1, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED MARCH 07, 2005, IN BOOK 2005, PAGE 324, CONTAINING 0.17 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 2, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED APRIL 01, 2004, IN BOOK 2004, PAGE 356, CONTAINING 0.26 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 18, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JANUARY 12, 2004, IN BOOK 2004, PAGE 44, CONTAINING 0.13 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 4, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 11, 2004, IN BOOK 2004, PAGE 178, CONTAINING 0.17 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 17, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 11, 2004, IN BOOK 2004, PAGE 177, CONTAINING 0.13 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORDED PLAT TITLED LOT 8, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS RECORDED MAY 3, 2004, IN BOOK 2004, PAGE 448, CONTAINING 0.20 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 12, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED MAY 3, 2004, IN BOOK 2004, PAGE 446, CONTAINING 0.26 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 20, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED MAY 3, 2004, IN BOOK 2004, PAGE 447, CONTAINING 0.12 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 3, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JUNE 24, 2004, IN BOOK 2004, PAGE 635, CONTAINING 0.18 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 13, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JUNE 24, 2004, IN BOOK 2004, PAGE 633, CONTAINING 0.10 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 22 & 23, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JUNE 24, 2004, IN BOOK 2004, PAGE 634, CONTAINING 0.22 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 19, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED OCTOBER 5, 2004, IN BOOK 2004, PAGE 1171, CONTAINING 0.14 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 7 & 9, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JUNE 10, 2004, IN BOOK 2004, PAGE 580, CONTAINING 0.34 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 21, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED OCTOBER 21 2004, IN BOOK 2004, PAGE 1224, CONTAINING 0.12 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 10 & 11, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED APRIL 01, 2004, IN BOOK 2004, PAGE 359, CONTAINING 0.41 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 5, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 11, 2004, IN BOOK 2004, PAGE 176, CONTAINING 0.17 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 6, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED APRIL 01, 2004, IN BOOK 2004, PAGE 354, CONTAINING 0.16 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 14, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED APRIL 01 , 2004, IN BOOK 2004, PAGE 357, CONTAINING 0.09 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 15, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED APRIL 01, 2004, IN BOOK 2004, PAGE 358, CONTAINING 0.11 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON

RECORDED PLAT TITLED LOT 16, BLOCK 2 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS RECORDED APRIL 01, 2004, IN BOOK 2004, PAGE 355, CONTAINING 0.13 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 3,4,5 & 6, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED AUGUST 27, 2004, IN BOOK 2004, PAGE 1011, CONTAINING 0.46 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 14, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED AUGUST 27, 2004, IN BOOK 2004, PAGE 1010, CONTAINING 0.13 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD REPLAT TITLED LOT 25, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 2, 2005, IN BOOK 2005, PAGE 159, CONTAINING 0.12 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 9, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED OCTOBER 21, 2004, IN BOOK 2004, PAGE 1223, CONTAINING 0.14 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 15,16 & 18, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED NOVEMBER 1, 2004, IN BOOK 2004, PAGE 1262, CONTAINING 0.32 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 7 & 19, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED DECEMBER 22, 2004, IN BOOK 2004, PAGE 1453, CONTAINING 0.22 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 24, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 2, 2005, IN BOOK 2005, PAGE 156, CONTAINING 0.13 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

1RECORD PLAT TITLED LOTS 1 & 2, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 2, 2005, IN BOOK 2005, PAGE 157, CONTAINING 0.24 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 20, 21, 22 & 23, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED MARCH 14, 2005, IN BOOK 2005, PAGE 481 , CONTAINING 0.43 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 12 & 13, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED MARCH 14, 2005, IN BOOK 2005, PAGE 480, CONTAINING 0.54 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 17, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JULY 28, 2005, IN BOOK 2005, PAGE 913, CONTAINING 0.12 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOT 8, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED AUGUST 16, 2005, IN BOOK 2005, PAGE 993, CONTAINING 0.12 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 10 & 11, BLOCK 3 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED FEBRUARY 2, 2005, IN BOOK

2005, PAGE 158, CONTAINING 0.30 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORDED PLAT TITLED LOT 15, BLOCK 4 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JULY 29, 2005, IN BOOK 2005, PAGE 995, CONTAINING 0.125 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED LOTS 1-14 & 16-30, BLOCK 4 HIGHLAND PARK VILLAS, BELLA VISTA VILLAGE, ARKANSAS, RECORDED SEPTEMBER 2, 2005, IN BOOK 2005, PAGE 1088, CONTAINING 3.493 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED PARCELS 1 & 2 HIGHLAND PARK VILLAS COMMON PROPERTY & LIMITED COMMON PROPERTY, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JULY 28, 2005, IN BOOK 2005, PAGE 914, CONTAINING 0.704 ACRES, MORE OR LESS, AND BEING ALL OF SUCH LIMITED COMMON PROPERTIES AS REFLECTED HEREON.

RECORD PLAT TITLED PARCEL 3 HIGHLAND PARK VILLAS, COMMON PROPERTY & LIMITED COMMON PROPERTY, BELLA VISTA VILLAGE, ARKANSAS, RECORDED JULY 28, 2005, IN BOOK 2005, PAGE 915.

LESS AND EXCEPT:

L.C.P. NO. 3:

A PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 21 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS HIGHWAY NO. 340 AND THE EASTERLY BOUNDARY OF LOT 1B, BLOCK, 1, CATHOLIC CHURCH SUBDIVISION; THENCE SOUTH  $66^{\circ}08'16''$  EAST ALONG SAID RIGHT-OF-WAY 132.46 FEET; THENCE SOUTH  $81^{\circ}15'18''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY 37.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $81^{\circ}15'18''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY 149.47 FEET; THENCE SOUTH  $87^{\circ}57'30''$  EAST CONTINUING ALONG SAID RIGHT-OF-WAY 96.37 FEET; THENCE NORTH  $03^{\circ}32'10''$  EAST LEAVING SAID RIGHT-OF-WAY 365.51 FEET; THENCE NORTH  $86^{\circ}27'50''$  WEST 5.73 FEET; THENCE SOUTH  $54^{\circ}34'54''$  WEST 25.56 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 403.65 FEET; AN ARC LENGTH OF 152.55 FEET, AND A CHORD THAT BEARS SOUTH  $43^{\circ}45'18''$  WEST 151.64 FEET; THENCE SOUTH  $33^{\circ}00'48''$  WEST 155.20 FEET; THENCE SOUTH  $33^{\circ}01'27''$  WEST 63.04 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 174.10 FEET; AN ARC LENGTH OF 35.65 FEET, AND A CHORD THAT BEARS SOUTH  $27^{\circ}09'29''$  WEST 35.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.223 ACRES, MORE OR LESS.

#### ARTICLE I

#### DEFINITIONS

In addition to the definitions contained in the Original Declaration which are adopted hereby in their entirety, and other definitions herein provided, the following terms shall have the following meanings when used in this Villas Declaration, any Villas Supplemental Declaration hereafter placed of record and made subject hereto, any record plat of the properties covered hereby,



and any other documents related thereto, except where it is clearly evident from the context that a different meaning is intended:

(1) "Developer" shall mean Cooper Homes, Inc., an Arkansas corporation, its successors and assigns.

(2) "Villas Association" shall mean the Highland Park Villas Owners Association, Inc., an Arkansas non-profit corporation, its successors and assigns.

(3) "Original Declaration" shall mean the Declaration of Covenants and Restrictions for Bella Vista Village, Arkansas, placed of record on May 18, 1965 in Book 373, at page 08, et. Seq., in the Office of the Circuit Clerk and Ex-Officio Recorder in and for Benton, Arkansas.

(4) "Villas Declaration" shall mean this Supplemental Declaration of Covenants and Restrictions for Highland Park Villas Subdivision as extended or supplemented from time to time in the manner provided herein.

(5) "Villas Supplemental Declaration" shall mean' a Supplemental Declaration which extends the plan of this Villas Declaration as well as the plan of the Original Declaration to the real property described therein and subjected hereto and thereto.

(6) "Villas Subdivision" shall mean all real property platted concurrently herewith and identified and subjected to this Villas Declaration above as well as any real property subjected in the future to this Villas Declaration.

(7) "Villas Limited Common Property" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of the Villas Subdivision intended to be devoted to the common use and enjoyment of the Villas Members and also those areas so designated from time to time by the Developer for the purposes aforesaid. The Villas Limited Common Property shall be a part of the Limited Common Properties defined and referred to the Original Declaration and the Original Declaration's references to Limited Common Properties shall include and apply to Villas Limited Common Property.

(8) "Villas Properties" shall mean any property, real, personal or mixed, owned or leased by the Villas Association and intended to be devoted as Villas Limited Common Property to the common use and enjoyment of Villas Members.

(9) "Villas Members" shall mean all those persons or entities who are members of the Highland Park Villas Owners Association Inc. as hereinafter provided.

(10) "Villas Owners" shall mean any person, firm, corporation, partnership, association or other legal entity, including the Developer, or any combination thereof, owning of record a fee or undivided fee interest in a Lot or Living Unit in the Villas Subdivision.

(11) "Villas Expenses" shall mean all Villas Limited Common Property expenses incurred by the Villas Association for the construction, maintenance, repair replacement, management and administration of the Villas Subdivision, together with any expenses which are the specific responsibility of an individual Villas Owner which are paid by the Villas Association and charged to the responsible Villas Owner as a Villas Personal Charge for reimbursement.

(12) "Villas Administrative Assessments" shall be those amounts that are required by the Villas Association for payment of the Villas Expenses that are common to all of the properties within the Villas Subdivision. These include but are not limited to costs for collecting Villas Assessments, audit costs, accounting costs, legal costs, insurance costs, taxes and other general administration costs.

(13) "Villas Area Assessments" shall be those amounts that are required by the villas Association that are directly attributable to a specific area of the Villas Subdivision, including the Villas Limited Common Property and Villas Owner's Property. These shall include but not be limited to lawn and groundskeeping expenses, amenity maintenance, utilities specific to operating and maintaining area amenities, residence exterior maintenance, replacement reserves, and any other expenses required for a specific area of the Villas Subdivision. The Villas Area Assessment for the various areas in the Villas Subdivision may also be referred to using the plat for the specific area, e.g. "The Highland Park Villas Area Assessment".

(14) "Villas Assessments" shall mean such amounts as are required by the Villas Association for payment of the Villas Expenses and levied against the Village Owners by the Villas Association in accordance herewith. Village Assessments shall be equal to the sum of the Villas Administrative Assessments and the Villas Area Assessments.

(15) "Villas Personal Charge" shall mean any expense or charge of the Villas Association for which a specific Villas Owner is liable.

(16) "Minor Repair" shall mean a minimal routine exterior maintenance repair, required due to normal wear and tear and not the result of any Act of God or pre-existing construction flaw or issue. Minor Repair, as it applies to roofs, would include items

such as replacing a cracked vent stack boot or sealing a flashing. Any other areas which could require minor repairs are set forth in Article VI, Section 1. Minor Repair does not include repair to additions or alterations made by an owner to their Villas property. However, in all cases, the HPVOA Board is the deciding authority as to what constitutes Minor Repair.

## ARTICLE II

### PROPERTY SUBJECT TO THIS VILLAS DECLARATION

Section 1. Existing Properties. The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Villas Declaration and fully described in the premises above.

Section 2. Additions to Existing Properties. Additional lands of the Developer situated in Benton County, Arkansas, as well as any other lands hereafter acquired by the Developer, whether or not so situated, may become subject to this Villas Declaration in the following manner:

(A) The Developer, its successors and assigns, shall have the right, but not the obligation, to bring additional properties within the plan of this Villas Declaration in future stages of development regardless of whether said properties are presently owned by the Developer. Any additions to the Villas Subdivision may contain townhouse or garden type living units or other units compatible therewith and shall be compatible with the Master Plan which has been prepared and heretofore made public by the Developer. Such proposed additions, if made, shall become subject to Village Assessments as hereinafter provided. Under no circumstances shall this Villas Declaration or any Villas Supplemental Declaration or such Master Plan bind the Developer, its successors and assigns, to make the proposed additions or in anywise preclude the Developer, its successors and assigns, from conveying the lands included in the Master Plan, but not having been made subject to this Villas Declaration, free and clear of such Master Plan as well as free and clear of this Villas Declaration or any Villas Supplemental Declaration.

(B) The additions authorized hereunder shall be made by filing of record a Villas Supplemental Declaration with respect to the additional property which shall specify the amount of the Annual Villas Assessment, including the Annual Villas Administrative Assessments and the Annual Villas Area Assessments for the additional property, and extend the plan of this Villas Declaration as well- as the plan of the Original Declaration to such property, and the Villas Owners, including the Developer, in such additions

shall immediately be entitled to all privileges therein and herein provided.

(C) Such Villas Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Villas Declaration, including provisions for different Villas Annual Assessment amounts as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Villas Declaration. In no event, however, shall such Villas Supplemental Declarations revoke, modify or add to the covenants, conditions and restrictions established by this Villas Declaration or any Villas Supplemental Declaration with respect to the then existing properties in the Villas Subdivision.

Section 3. Limitation on Additions. No one other than the Developer, its successors and assigns, shall have the right to subject additional lands to this Villas Declaration unless the Developer, its successors and assigns, shall indicate in writing to the Villas Association that such additional lands may be included hereunder.

### ARTICLE III

#### VILLAS ASSOCIATION

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Villas Membership. The following classes of membership in the Villas Association are hereby established subject to the limitations herein set forth:

(A) General Membership: Every person or entity, other than the Developer, who is the record owner of a fee or undivided fee interest in a Lot or Living Unit which is subject to being assessed by the Villas Association, even though such Villas Assessment has not yet commenced, shall be a General Member of the Village Association. General Members shall be entitled to the privileges of Villas Membership in the Villas Association.

(B) Developer Membership: The Developer, its successors and assigns, shall be the Developer Member of the Villas Association so long as it shall be the record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to being assessed by the Bella Vista Village Property Owners Association, Inc. or by the Villas Association, even though such assessments have not yet commenced, and shall further be the Developer Member until it is paid in full for every such Lot or Living Unit it shall sell. The Developer, its successors and assigns, shall be entitled to the privileges of Villas Membership for each such Lot or Living Unit so held by it and shall be further entitled to the issuance of

Villas Membership guest cards during such Villas Membership to the extent it may deem necessary in its sole discretion to assist in the development and sale of such Lots or Living Units.

Notwithstanding anything hereinabove to the contrary, these provisions for Villas Membership in the Villas Association are not extended to any person or entity other than the Developer who holds such interest merely as security for the performance of an obligation.

Section 2. Voting Rights. The Villas Association shall have two classes of voting for Villas Members:

Class A. All those persons or entities as defined in Section I (A) of this Article III who hold the interest required for Villas Membership by Section 1 (A) of this Article III and who have paid the Developer in full for the purchase price of such Lot or Living Unit shall be Class Members of the Villas Association and thereby entitled to one (1) vote for each such Lot or Living Unit so held, provided, however, that should the Developer be entitled to vote for such lot or living unit under the following paragraph, the Developer's right to vote shall be superior and take precedence over the right of the fee or undivided fee interest owner. Provided further that an owner otherwise entitled to vote under this Article III may be subject to having his voting rights suspended under Article VIII below. When more than one person and/or entity holds such interest in a single Lot or Living Unit, the vote for such Lot or Living Unit shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot or Living Unit.

Class B. The Developer shall be the Class B Member of the Villas Association and thereby entitled to ten (10) votes for each such Lot or Living Unit in which it holds the interest required for Villas Membership by Section 1 (B) of this Article III until such time as it shall cease to be a record owner thereof and shall have been paid in full therefore. The Developer shall continue to have the right to cast votes as aforesaid even though it may have contracted to sell such Lot or Living Unit. Further, the Developer shall be entitled to ten (10) votes for each lot or living unit platted and subject to being assessed by the Villas Association until the first sale following completion of construction on such lot or of such living unit t whether or not it: is the record owner of a fee or undivided fee interest in such lot or living unit.

For purposes of determining the votes allowed under this section, when such Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. .

Section 3. Easement of Enjoyment Limited. Unless expanded by the Villas Association as provided in Section 5 (F) of Article IV of this Villas Declaration, Villas Members other than the Developer are limited in their easement of enjoyment of the Villas

Limited Common Properties to one Household. When more than one Household holds Villas Membership in a single Lot or Living Unit, the Household entitled to the easement of enjoyment shall be designated in accordance with and subject to the provisions and restrictions set forth therefore in the By-Laws of the Villas Association.

#### ARTICLE IV

##### PROPERTY RIGHTS IN VILLAS LIMITED COMMON PROPERTIES

Section 1. Villas Association Designation to Perform Under Declaration. Pursuant to the provisions of Article VII and Article IX of the Declaration, the Villas Owners do hereby designate the Villas Association as the non-profit corporation having the powers and duties to provide for the maintenance, capital improvement, operation, taxes and other matters set forth therein and herein and as the entity to receive the conveyance of title from the Developer to the Villas Limited Common Properties and to hold same as set forth therein and herein.

Section 2. Villas Association Powers and Duties. The operating entity for the Villas Limited Common Properties within the Villas Subdivision shall be the Villas Association. The Villas Association shall have all powers and duties set forth therefore in the Original Declaration, this Villas Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. Every Villas Owner, however ownership was acquired, shall be bound by the Original Declaration, this Villas Declaration, any applicable Villas Supplemental Declaration, the Villas Association Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulations.

Section 3. Interest of the Villas Association. All property acquired by the Villas Association, whether real, personal or mixed, whether owned or leased, shall be held, utilized and disposed of by the Villas Association as Villas Limited Common Property for the use and benefit of the Villas Owners within the Villas Subdivision. Except as otherwise specifically provided in this Village Declaration, any expense of the Villas Association for acquisition, ownership, leasing, administration, maintenance, operation, repair or replacement of the Villas Limited Common Properties shall be treated as and paid for as part of the Villas Expenses of the Villas Association.

Section 4. Title to Villas Limited Common Properties. The lands described in this Villas Declaration are currently owned by the Developer and it is contemplated that the Developer shall, within a reasonable time after the completion of construction of

any improvements which the Developer intends to locate thereon, cause the Villas Limited Common Properties thereon to be conveyed to the Villas Association, free from any encumbrances or liens. The Developer shall be the sole judge as to the time when the aforesaid improvements, if any, shall be constructed or provided and -as to when, if ever, such lands will be so conveyed. The Developer shall have the right, but not the obligation, to provide additional lands and improvements to the Villas Association as Villas Limited Common Properties and to cause same to be conveyed or transferred to the Villas Association as and when the Developer shall in its sole discretion decide. The Villas Association may acquire additional lands and improvements as Villas Limited Common Properties at its own instance, from the Developer or otherwise.

Section 5. Members Easement of Enjoyment. Every Villas Member, so long as such Villas Membership shall continue, shall have a right and easement of enjoyment in and to the Villas Limited Common Properties. Such easement of enjoyment shall, however, be subject to the provisions and limitations thereon as set forth in the Declaration, this Villas Declaration or any Villas Supplemental Declaration, including, but not limited to, the following:

(A) the right of the Villas Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of constructing, maintaining and improving the Villas Limited Common Properties and in aid thereof to mortgage said property or use any leasehold interest therein as security therefore, provided the rights of such mortgagee in said properties shall be subordinate to the rights of the Villas Owners hereunder until there shall be a default under said mortgage; and

(B) the right of the Villas Association to take such steps as are reasonably necessary to protect the Villas Limited Common Properties against foreclosure; and

(c) the right of the Villas Association to suspend the enjoyment rights of any Villas Member other than the Developer as provided in this Villas Declaration; and

(D) the right of the Villas Association to charge reasonable admission and other fees for the use t service and enjoyment of any recreational facility or other improvements situated upon the Villas Limited Common Properties; and

(E) the right of the Villas Association to make any recreational facilities available by lease, or otherwise, subject to subparagraph (G) hereof, to another non-profit corporation, with the right of the other corporation to charge dues to Villas Members and to permit persons who are not Villas Members to become

members of the other corporation for a membership payment and also for payment of dues, and with the understanding that the other corporation shall have the right to make rules and regulations

(F) except as to the Developer, Villas Membership in the Villas Association shall entitle only one Household to the benefit of the easement of enjoyment as to the Villas Limited Common Properties t provided, however, the Villas Association may enlarge the limitation aforesaid by a majority vote of its Board of Directors; and

(G) the right of the Developer, so long as any Lot or Living Unit in the Villas subdivision is being held by the Developer for sale in the ordinary course of business, to use such portions of the Villas Limited Common Properties as the Developer shall determine in its sole discretion for the purpose of aiding in such sales, including the right to freely determine its sales tour route through the Villas Subdivision, even though traffic is increased in a specific area thereby, and to use portions of the Villas Limited Common Properties for parking for prospective purchasers and such other parties as the Developer determines . Notwithstanding any provisions of this Villas Declaration to the contrary, the Developer shall further have the right to use any Living Unit owned by it for Model Home purposes in the furtherance of its sales program. The foregoing rights shall include the right to display and erect signs, billboards and placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon the Villas Limited Common Properties or in Model Homes; and

(H) the right of the Villas Association to dedicate or transfer all or any part of the Villas Limited Camion Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Villas Owners No such dedication or transfer shall be effective unless an instrument is signed by Villas Members entitled to cast a majority of all votes, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Villas Member not less than thirty (30) days nor more than sixty (60) days in advance thereof; and

(I) the right of the Villas Association to dedicate the right of use and the easement of enjoyment of any additional Villas Limited Common Properties to the Villas Members in a specific area that are being assessed for the care and maintenance of those specific Villas Limited Common Properties .

Section 6. Guests and Delegation of Easement of Enjoyment.  
The Villas Association shall, upon the request of Villas Owner, issue temporary guest cards for the use of the Villas Limited



Common Properties by guests and invitees of such Villas Townhouse Owners, provided, however, such temporary guest cards shall be limited to periods not in excess of thirty (30) days and, except as to Developer guests, shall be subject to such other reasonable limitations and rules and regulations as provided therefore by the Villas Association. Notwithstanding anything herein to the contrary, the easement of enjoyment of an Villas Owner of a Living Unit may be transferred to a tenant or lessee who shall occupy such Living Unit of such Villas Owner under a written lease agreement for a term of not less than six (6) months, provided (1) that a copy of such lease agreement is provided to the Villas Association, (2) the Villas Owner shall remain jointly and severally liable with the lessee for any breach of the duties and responsibilities of Villas Owner under this Villas Declaration, (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment: in lieu of the Villas Owner, and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors of the Villas Association shall from time to time determine.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien. The Developer, subject to the provisions hereinafter set forth, for each Lot or Living Unit owned by it within the Villas Subdivision, hereby covenants, and each Villas Owner of such Lot or Living Unit, other than the Developer, by acceptance of a deed or other instrument thereto conveying a fee or undivided fee interest therein, whether or not it shall be so expressed in any such deed or other instrument, shall be deemed to covenant and agree to pay to the Villas Association: (1) Annual Villas Assessments and (2) Special Villas Assessments, such established and collected from time to time as hereinafter provided. The Annual and Special Villas Assessments, together with such interest thereon and costs of collection thereof, including a reasonable attorney's fee, as hereinafter provided, shall be a continuing charge and lien upon Lot or Living Unit against which each such Villas Assessment is made. Each such VI assessments together with such reasonable attorney's fees, shall also be the personal obligation of the Villas Owner at the time when the Villas Assessment fell due. The personal obligation for delinquent Villas Assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Villas Assessments. The Annual Villas Assessments levied hereunder by the Villas Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Villas Owners and in particular for the construction, leasing, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Villas

Limited Common Properties and the improvements situated thereupon, including, but not limited to, payment of taxes and insurance on the Villas Limited Common Properties and the construction, maintenance, repair and replacement thereof or additions thereto, and for the cost of labor, equipment, materials, management and supervision in connection therewith.

The Annual Villas Assessment shall be equal to the sum of the Annual Village Administrative Assessment and the Annual Villas Area Assessment. The Annual Villas Administrative Assessment shall be the same amount for all Lots or Living Units located in the Villas Subdivision. However, additional lands added under Article 11 above may contain Villas Limited Common Properties that benefit only the members in a particular area and may require greater or lesser expenditures for construction, maintenance, repair and replacement. Therefore the Villas Supplemental Declaration with respect to the additional property shall specify the amount of the Annual Villas and Assessments in accordance with Article 11, Section 2. (B)

Section 3. Basis and Maximum of Annual Villas Assessment.  
Until January 1 of the year immediately following the date of this Villas Declaration, the maximum Annual Villas Assessment shall be \$1,200.00 per Lot or Living Unit located within the lands described in premises above. Of this sum, \$300.00 shall be attributable to the Annual Villas Administrative Assessment and \$900.00 shall be attributable to the Annual Villas Area Assessment. From and after January 1 of the year immediately following the date of this Villas Declaration, the Annual Villas Administrative Assessment for all Lots and Living Units within the Villas Subdivision (including the Additional properties added in accordance with Article II above) may be increased each year above the Annual Villas Administrative Assessment for the previous year by majority vote of the Board of Directors of the Villas Association and without a vote of the Villas Membership, provided, however, that such increase for the calendar year 2002 shall not exceed fifteen percent (15%) of the 2001 Annual Villas Administrative Assessment and the increase for the calendar year 2003 shall not exceed fifteen percent (15%) of the 2002 Annual Villas Administrative Assessment. Thereafter any such increase shall not in any one year exceed the greater of five percent (5%) rounded to the nearest whole dollar amount, or increases in the Consumer Price Index for the twelve (12) month period ending June 30 of the preceding year using the "All Urban Consumers, U.S. City Average" for "General Summary, All Items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, rounded to the nearest whole dollar amount, or, if such is not available, any other reliable governmental or other non-partisan publication evaluating similar information. Unless the Annual Villas Administrative Assessment shall be increased as aforesaid, it

shall remain at the rate prevailing for the previous year. From and after January 1 of the year immediately following the date of this Villas Declaration, the Annual Villas Administrative Assessment may be changed prospectively in any year, without limitation on the amount of such change, by a majority vote of each class of Villas Members, voting in person or by proxy at a meeting duly called for this purpose. Any such increase shall be a fixed percentage of the Annual Villas Administrative Assessment, rounded to the nearest whole dollar amount. The Board of Directors of the Villas Association may at any time after consideration of current income and expense and the future income requirements of the Village Association within its discretion, fix the Annual Villas Administrative Assessment at: an amount less than the amounts aforesaid. The Villas Association shall have the right, but not be obligated to collect the Annual Villas Administrative Assessment in monthly increments.

From and after January 1 of the year immediately following the date of this Villas Declaration or for additional lands, from and after January 1 of the year immediately following the date of any Supplemental Declaration that has brought additional lands under this Village Declaration, the Annual Villas Area Assessment for all Lots and Living Units within any area of the Villas Subdivision (including the Additional properties added in accordance with Article II above) may be increased each year above the Annual Villas Area Assessments that had been established for the previous year by majority vote of the Board of Directors of the Villas Association and without a vote of the Villas Membership, provided, however, that the initial increase shall not exceed fifteen percent (15%) of the previous Annual Villas Area Assessment and the increase for the second calendar year shall not exceed fifteen percent (15%) of the previous amount established for Annual Villas Area Assessment. Thereafter any such increase shall not in any one year exceed the greater of five percent (5%), rounded to the nearest whole dollar amount, or increases in the Consumer Price Index for the twelve (12) month period ending June 30 of the preceding year using the "All Urban Consumers, U.S. City Average" for "General Summary, All Items" as promulgated by the Bureau of Labor Statistics of the U. S. Department of Labor, rounded to the nearest whole dollar amount, or, if such is not available, any other reliable governmental or other nonpartisan publication evaluating similar information. Unless the Annual Villas Area Assessment shall be increased as aforesaid, it shall remain at the rate prevailing for the previous year. From and after January 1 of the year immediately following the date of this Villas Declaration or for additional lands, from and after January 1 of the year immediately following the date of any Supplemental Declaration that has brought additional lands under this Villas Declaration, the Annual Villas Area Assessment for any area may be changed prospectively in any year, without limitation on the amount of such change, by a majority vote of each class of Villas Members owning Lots or Living Units in the

area voting in person or by proxy at a meeting duly called for this purpose . Any such increase shall be a fixed percentage of the Annual Villas Area Assessment for that area rounded to the nearest whole dollar amount. The Board of Directors of the Villas Association may at any time after consideration of current income and expense and the future income requirements of the Villas Association, within its discretion, fix the Annual Villas Area Assessment for a specific area at an amount less than the amounts aforesaid. The Villas Association shall have the right, but not be obligated to, collect the Annual Villas Area Assessment in monthly increments.

Section 4. Special Villas Assessments. In addition to the Annual Villas Assessments, the Villas Association may levy in any assessment year a Special Villas Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any desired construction or reconstruction, repair, replacement or improvement of or upon the Villas Limited Common Properties in a specific area, including the necessary fixtures and personal property related thereto, provided that any such Special Villas Assessment shall have the assent of a majority vote of each class of Villas Members, owning a Lot or Living Unit subject to the Special Villas Assessment, voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for An Action of Villas Members Authorized Under Section 3 and 4. Written notice of any meeting of the Villas Membership called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all Villas 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 Villas Members or of proxies entitled to cast a majority of all votes of each class of Villas 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 ( $\frac{1}{2}$ ) of the required quorum of each class for the preceding meeting- No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting. Provided however if the proposed action affects only a specific area, only those owners of Lots and/or Living Units shall be entitled to such notice and entitled to vote, and the number of members owning Lots and Living Units in the area shall be used to determine a quorum.

Section 6. Date of Commencement of Villas Assessments and Application thereof to Lots or Living Units. Annual Villas Assessments shall commence and become due and payable as to each Lot or Living Unit within the Villas Subdivision on the date fixed by the Board of Directors of the Villas Association for commencement provided, however t no Villas Assessments shall be applicable to or payable with respect to any Lot or Living Unit

until the first day of the month following sale by the Developer and a conveyance to the purchaser of such Lot or Living Unit pursuant thereto. Each initial Annual Villas Assessment on a Lot or Living Unit shall be prorated according to the number of months remaining in that calendar year. Written notice of Villas Assessments shall not be required. The due date of any Special Villas Assessment shall be fixed in the resolution authorizing such Special Villas Assessment and may also be payable monthly within the discretion of the Board of Directors. The Villas Association shall, upon demand and for which a reasonable charge may be imposed, furnish a certificate signed by an officer of the Villas Association setting forth whether the Villas Assessments on a specified Lot or Living Unit have been paid, which certificate shall be conclusive evidence of payment of any Villas Assessments therein stated to have been paid.

Section 7. Non-Payment of Villas Assessments. If any Villas Assessments are not paid on the date when due, then such Villas Assessments shall become delinquent and the Villas Association shall have the right to declare such Villas Assessments for the entire year due and payable, together with such interest thereon and costs of collection thereof as hereinafter provided. The Villas Association may bring an action at law against the Villas Owner personally obligated to pay the same or foreclose the lien against the property and both actions shall be cumulative and neither shall preclude the other. No Villas Owner may waive or otherwise escape liability for the Villas Assessments by non-use of the Villas Limited Common Properties or abandonment.

If Villas Assessments have become delinquent such Villas Assessments shall bind such property in the hands of the then Villas Owner, his heirs devisees, personal representatives, successors and assigns. The personal obligation of the Villas Owner to pay such Villas Assessments shall remain his personal obligation and shall not pass to successors in title unless expressly assumed by them. Such delinquent Villas Assessments shall bear interest from the date of delinquency at any lawful rate as determined from time to time by the Board of Directors of the Villas Association or, if not so determined, the rate of per annum. In the event a judgment is obtained, such judgment shall include interest on the Villas Assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the Villas Assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lot or Living Unit subject to the Villas Assessments. While an ordinary sale or transfer shall not affect the Villas Assessment lien, any sale or transfer which is subject to any first mortgage pursuant to a decree of foreclosure or

proceeding in lieu of foreclosure shall extinguish the lien of such Villas Assessments which became due prior to such sale or transfer. Any excess funds from such foreclosure sale shall be applied to unpaid Villas Assessments. No such sale or transfer shall relieve such Lot or Living Unit from liability for any Villas Assessments thereafter becoming due or from the subsequent lien thereof except with respect to any future such decree of foreclosure or proceeding in lieu of foreclosure.

Section 9. Exempt Property. The following property subject to this Village Declaration shall be exempt from the Villas Assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Properties; (c) the Villas Limited Common Properties (d) utilities; (e) utility easements and all other easements; (f) any Reserved Properties; and (g) any Lot or Living Unit in the villas Subdivision owned or held by the Developer prior to the initial sale and conveyance thereof by the Developer.

Section 10. Delegation of collection of Villas Assessments. The villas Association may delegate the collection of the Villas Assessments herein provided to the Developer, its successors and assigns, or to any other third party, to be accomplished at the expense of the Villas Association.

## ARTICLE VI

### EXTERIOR MAINTENANCE

Section 1. Maintenance by the Villas Association. The Villas Association shall be obligated to provide all landscape care and maintenance. Landscape care and maintenance shall include mowing, leaf removal from lawn/bushes/gutters, trimming and/or pruning, and replacement of plantings that are a part of the original landscape package. The Villas Association shall also provide exterior maintenance, to include minor repair of roofs, gutters, downspouts, exterior building surfaces, windows, fascia, outside doors, patios, decks, mailboxes and other exterior improvements. Repainting or staining as needed shall be performed by the Villas Association. Exterior maintenance does not include window or door glazings, regular window or door washing, screen replacement, foundation cracks/water seepage, brick/mortar repairs, sidewalk/driveway repairs, nor does it include snow and/or ice removal from driveways, sidewalks, patios or decks. Exterior maintenance also does not include partial and/or complete roof/shingle replacements for any Villa Owner's property. Any repairs and replacements that are required due to fire, flood, tornado, winds, acts of God and other non-routine repairs and replacements shall be the responsibility of the Villas Owner.

Section 2. Villas Owner Responsibility. The Villas Owner shall carry property insurance in an amount sufficient to insure the non-routine repairs and replacements required by Section 1 above. In the event the Villas Owner should fail to provide the necessary repairs and/or replacements as required by Section 1 above, the Villas Association shall have the right, but not the obligation, to provide such repairs and/or replacements which in its sole judgment is deemed to be necessary to protect the aesthetic and property values in the area. The costs for such repairs and/or replacements shall be assessed against the Villas Owner and billed to such owner. In the event the Villas Owner fails to reimburse the Villas Association in a timely manner, any un-reimbursed costs shall accrue interest at the maximum rate allowed under Arkansas law, shall be added to and become a part of the Villas Annual Assessment of the Villas Owner and shall become a lien against the Lot or Living Unit as provided in Article V hereof.

Section 3. Continuity of Exterior Appearance. There shall be no additions to or modification of the landscaping exterior design, materials, or colors of any Living Unit without the consent of the owners of all attached Living Units and of the Village Association.

Section 4 - Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article VI, the Villas Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Villas Owner, to enter upon any such Lot or the exterior of any such Living Unit at reasonable hours on any day of the week.

## ARTICLE VII

### OWNER LIABILITY

Any violation of this Villas Declaration, any Villas Supplemental Declaration, the Villas Association Articles of Incorporation, By-Laws and Rules and Regulations, or any laws statutes, ordinances, or governmental authority rules and regulations, by a Villas Owner, other than the Developer, or by any family member, guest, lessee, licensee or invitee of any Villas Owner, other than the Developer, shall be the responsibility of that Villas Owner and all enforcement rights or penalties therefore shall be applicable to said Villas Owner, except as specifically provided to the contrary in such documents or laws, statutes t ordinances, or governmental authority rules and regulations.

In the event a Villas Owner violates or threatens to violate any of the provisions hereof, the villas Association shall have the right to proceed in any appropriate court for an injunction

to seek compliance. In lieu thereof, or in addition thereto, the Villas Association shall have the right to levy a Villas Personal Charge, enforceable in the same manner as Villas Assessments, against the Villas Owner and his Lot or Living Unit for such sums as are necessary to enjoy any violation or to remove any unauthorized addition or alteration and to restore the affected property to good condition and repair.

## ARTICLE VII

### SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT

Section 1. Regular Suspension. Should a Villas Owner other than the Developer become delinquent in the payment of any Villas Assessment or Villas Personal Charge or violate any other provision of this Villas Declaration, any Villas Supplemental Declaration, or the Village Association Articles of Incorporation, By-Laws or Rules and Regulations, the Board of Directors of the Villas Association may suspend the voting rights of such Villas Owner and may deny such Villas Owner enjoyment of the Villas Limited Common Properties until such time as any such delinquent Villas Assessments or Villas Personal Charges and any interest due thereon are paid and any such violations are ceased and any penalties therefore are satisfied. Suspension of Villas Association privileges shall also entitle the Bella Vista Village Property Owners Association, Inc., to suspend such member's privileges under the Original Declaration.

Section 2. Penalty Suspension. The Board of Directors of the Villas Association shall further have the right, in its sole discretion, to impose as a Penalty Suspension for any such violations the suspension of such Villas Owners easement of enjoyment for a period not to exceed thirty (30) days for any one violation or occurrence. Villas Owner must be given such notice and opportunity as is reasonable under the circumstances to refute or explain in person or in writing the charges against him before any decision to impose any such Penalty Suspension is enforced.

Section 3. General. Any suspension of rights under these provisions shall not be used as a basis for any reduction of Villas Assessments or other charges payable by such Villas Owner.



## ARTICLE IX

### PROTECTIVE COVENANTS

Every provision of the Protective Covenants of the Original Declaration shall apply as fully hereto as if same were set forth herein word for word. The following additional provisions are applicable to the Villas Subdivision:

Section 1. Permissive use. The Bella Vista Village Property Owners Association, Inc. shall have the right to use the Villas Limited Common Properties for the purpose of fulfilling its obligations and duties under the Original Declaration for accomplishing its purposes as set forth in its Articles of Incorporation and By-Laws, and for exercising any contractual duty which exists by reason of a contract between them and the Owners of Lots or Living Units in the Villas Subdivision, their heirs, successors and assigns, any representative designated by them, or the Villas Association.

For the purpose solely of performing the aforesaid obligations and purposes, the Bella Vista Village Property Owners Association, Inc. through its duly authorized agents or employees shall have the right, after reasonable notice to the Villas Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day of the week.

Section 2. Roof of Structural Overhang Easements . In any case where, as part of the original construction of a Living Unit upon the Lots subject to this Villas Declaration or any Villas Supplemental Declaration, the roof or structural overhang of a Living Unit shall extend entirely upon or upon and over a particular party wall, or over the adjoining Lot, Villas Limited Common Property, or Reserved Properties, the Villas Owner and his heirs, successors or assigns, as the case may be, shall have a continuing easement as to the entire particular party wall or adjoining Lot, Villas Limited Common Property, or Reserved Properties for the support of said party wall and the permissive use, maintenance and replacement of such roof and roof or structural overhang. Under no circumstance, however, shall such roof or structural overhang extend over such adjoining Lot, Villas Limited Common Property or Reserved Properties, or beyond the party wall on which it rests or is supported, by more than five (5) feet.

Section 3. Chimney Encroachment Easement In any case where, as part of the original construction of a Living Unit upon the Lots subject to this Villas Declaration or any Villas Supplemental Declaration, the chimney of a particular Living Unit shall encroach upon a party wall, an adjoining Lot, Villas Limited Common Properties or Reserved Properties, the Villas Owner and his heirs, successors, or assigns, as the case may be, shall have

a continuing easement as to the entire particular party wall, the adjoining Lot, Villas Limited Common Properties or Reserved Properties for the support, permissive use, maintenance and replacement of such chimney. Under no circumstance, however, shall such chimney extend beyond the party wall into the adjoining Lot, Villas Limited Common Properties or Reserved Properties by more than five (5) feet beyond the party wall.

Section 4. General Appearance. The general appearance of each Lot or Living Unit in the Villas Subdivision shall be maintained as follows:

(A) No clothes line, rack for garbage pails, or free standing garbage pails shall be erected, placed or maintained on any Lot or Living Unit without prior approval, in writing, from the Architectural Control Committee. In no case shall said clothes line or rack or garbage pails be allowed unless screened from the view of the general public and of the adjoining Lots and Living Units, said screen to be approved as to appearance by the Board of Directors of the Villas Association and by the Architectural Control Committee. No trash or junk shall be placed or maintained on any Lot or Living Unit.

(B) No garage, carport, driveway, or parking area shall be used as a habitual parking place for a commercial or inoperable vehicle. No driveway, parking area, carport or garage without doors shall be used as a habitual parking space for boats, recreational vehicles, campers and trailers. All garage doors shall be closed, except when required to be opened for the purpose of ingress and egress.

(C) Except as a part of the original construction by the Developer, no fence or wall shall be erected upon the Villas Subdivision without prior approval in writing from the Board of Directors of the Villas Association and from the Architectural Control Committee.

Section 5. Obligation to Repair/Reconstruct. Each Villas Owner covenants and agrees that in the event of either a partial loss or damage or total destruction of its living unit, the Villas Owner shall proceed promptly to repair or to reconstruct the damaged or destroyed living unit in a manner consistent with the original construction of the living unit. Plans for repair or reconstruction shall be submitted to the Architectural Control Committee and to the Board of Directors of the Villas Association for their approvals prior to commencement of work on the living unit. The Villas Owner shall pay any costs or repair or reconstruction that are not covered by insurance proceeds.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

Section 1. Duration. The covenants and restrictions of this Villas Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Villas Association, and the Bella Vista Village Property Owners Association, Inc., or the Villas Owners subject to this Villas Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-six (26) years from the date this Villas Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Villas Owners having two-thirds of the total number of qualified votes in the Villas Association has been recorded, voting as a single class, agreeing to change said covenants and restrictions in whole or in part. Any such agreement to change shall be effective immediately upon recordation at Circuit Courts office. Written notice of the proposed agreement must be sent to every current Highland Park Villas Property Owner at least 90 days in advance of any action taken.

Section 2. Invalidity. If any of the provisions of this Villas Declaration, any Villas Supplemental Declaration, the Articles of Incorporation or By-Laws of the Villas Association, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances t shall not be affected thereby.

Section 3. Notices. Any notice required to be sent to any Villas Member or Owner under the provisions of this Villas Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as such Villas Member or Owner on the records of the Villas Association at the time of such mailing.

Section 4. Genders and Plurals. Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Villas Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Villas Subdivision.

Section 5. Captions. The captions used in this Villas Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Section 6. Enforcement. Enforcement of this Villas Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the party in violation, and/or against the land to enforce any lien created by these covenants. Failure by the Villas Association, the Developer, the Bella Vista Village Property Owners Association, Inc. or any Villas Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Assignment, Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.

Section 8. Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

IN WITNESS WHEREOF, the Developer, joined by the Villas Association and the Bella Vista Townhouse Association for purposes of indicating their agreement hereto, have caused this instrument to be executed by their duly authorized corporate officers and their seals are affixed as of this 29 day of OCTOBER, 2018.

ATTEST:

Highland Park Villas Owners  
Association, Inc.

Marvin Dodd

Marvin Dodd, Secretary

Greg Wuhs

Greg Wuhs, President

