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AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF MILLER COVE ADDITION
A PLANNED DEVELOPMENT

This declaration made on the date hereinafter set forth by the undersigned Lot Owners of Miller Cove Addition, to the City of Benton, Saline County, Arkansas, (hereinafter referred to as "Declarants"), WITNESSETH:

WHEREAS, Black, Corley & Owens Construction, Inc., (hereinafter "the Developers") entered into a Declaration of Covenants, Conditions and Restrictions designating certain lands as Miller Cove Addition to the City of Benton, Saline County, Arkansas, which Declaration is dated July 14, 1992, filed for record July 15, 1992, and recorded in Book 361 at Page 265 of the Records of Saline County, Arkansas, and which Declaration provided in Article IX, Section 3, that it may be Amended by a recorded instrument signed by not less than seventy-five (75%) of the Lot Owners, and

WHEREAS, the Developers entered into a Correction of Declaration of Covenants, Conditions and Restrictions, filed for record July 16, 1992, and recorded in Book 361 at Page 324 of the Deed Records of Saline County, Arkansas, and

WHEREAS, the Developers, entered into a Declaration of Covenants, Conditions and Restrictions designating certain lands as Miller Cove, Phase II, an Addition to the City of Benton, Saline County, Arkansas, which Declaration is dated May 10, 1994, filed for record June 30, 1994 and recorded in Book 389 at Page 532 of the Records of Saline County, Arkansas, and

WHEREAS, the Developers, entered into a Declaration of Annexation, designating certain lands as Miller Cove Phase III, an Addition to the City of Benton, Saline County, Arkansas, Which Declaration is dated December 15, 1995, filed for record December 15, 1995, and recorded in Book 1995 at Page 37956 of the Records of Saline County, Arkansas, and

WHEREAS, the Developers, entered into a Declaration of Annexation, designating certain lands as Miller Cove Phase IV, an Addition to the City of Benton, Saline County, Arkansas, which Declaration is dated September 4, 1997, filed for record September 8, 1997, and recorded in Book 1997 Page 33273 of the Records of Saline County, Arkansas, and

WHEREAS, the Developers have resigned from any and all committees to which they were originally designated in the Declaration of Covenants, Conditions and Restrictions, which resignation is evidenced by the document attached hereto and incorporated herein as "Exhibit A", and

WHEREAS, the Declarants, representing at least seventy-five percent (75%) of the Lot Owners in Miller Cove Addition, to the City of Benton, Saline County, Arkansas, do hereby Amend the Declaration of Covenants, Conditions and Restrictions, specifically as follows:

Declarants hereto amend Article I, Definitions, Section 1, to read as follows:

Section 1. "Association" shall mean and refer to the Miller Cove Property Owners Association, Inc., its successors and assigns.

Declarants hereto amend Article I, Definitions, to add the following Section 7, to read as follows:

Section 7. "Outbuilding" shall mean a building separate from the primary dwelling, which is used for storage, and which conforms to the same architectural design and construction as the dwelling. All outbuildings must be approved by the Architectural Control Committee.

Declarants hereto amend Article I, Definitions, to add the following Section 8, to read as follows:

Section 8. "Board of Directors" shall mean the Board of Directors of the Miller Cove Property Owners Association, Inc. The affairs of the Association shall be managed by a Board consisting of nine (9) Directors, who must be members in good standing of the Association, and who shall be elected by vote of the membership of the Association. The principal officers of the Board shall be the President, Vice-President, Secretary, and Treasurer, and shall be elected by the Board. The remaining members of the Board shall serve at-large.

Declarants hereto amend Article I, Definitions, to add the following Section 9, to read as follows:

Section 9. "Architectural Control Committee" means the committee composed of at least two (2) members of the Miller Cove Property Owners Association, which shall be appointed by the Board of Directors, and whose purpose is to assure that all dwellings constructed within Miller Cove shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of these Covenants and any amendment thereto. The Association has the authority to designate such rules and procedures by which the Committee shall abide, as set forth herein or in the By-Laws of the Association.

Declarants hereto amend Article III, Membership and Voting Rights, Section 2., to read as follows:

Section 2. The Association shall have one class of voting membership. All members shall be Lot owners, and 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. The vote for each Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Declarants hereto amend Article IV, Section 3., to read as follows:

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00) per Lot.

- (a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above 5% of the previous year's assessment, by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Declarants hereto amend Article IV, Section 7., to read as follows:

Section 7. Date of commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month

following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Thereafter all assessments will be assessed and due on January 1 of each year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a *statement verified by an officer* of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed *statement* of the Association as to the status of the assessments on a lot is binding upon the Association as of the date of its issuance.

Declarants hereto amend Article VI, Use Restrictions, Section C-2, ARCHITECTURAL CONTROL, to read as follows:

C-2. ARCHITECTURAL CONTROL. No dwelling or structure shall be erected, placed, or altered on any Lot until the construction plans and specifications have been approved by the Architectural Control Committee.

- i. **Plan Submission and Approval.**
Two complete sets of construction plans shall be delivered to the chairman of the Architectural Control Committee prior to commencement of any work. If the documents are approved, the applicant will receive written notification of the approval, along with one set of plans. If the plans are not approved, written notification indicating the reason for denial will be given. The applicant may request a meeting with the Architectural Control Committee to discuss changes that could lead to approval. The Architectural Control Committee will notify applicants of their approval or denial within ten (10) business days of receiving a complete set of plans. All approved applications are valid for twelve (12) months. If construction has not begun in that period, approval is voided and the applicant must reapply.
- ii. **Plan Requirements.**
All plans submitted to the Architectural Control Committee for approval must include the following information
 - a. **Site Plan** (scale 1" = 30' or larger) showing:
Existing and finish contour grades, finish floor grade, location of all improvements, structures, walks, driveways, parking areas, fences, walls, and utility connections.
 - b. **Foundation Plan** (scale 1/4" = 1').
 - c. **Floor Plan** (scale 1/4" = 1').
 - d. **Exterior Elevation** of all sides showing materials, grades, wall height and roof pitch.
 - e. **Wall sections**, showing materials and ceiling heights.
 - f. **Landscaping**, including identification of trees to be removed.

iii. Changes During Construction.

If changes to an approved plan become necessary during construction, a request indicating the change or changes shall be submitted to the Architectural Control Committee. The applicant will be notified of the Committee's decision within five (5) business days. Minor changes may be approved by the Chairman of the Architectural Control Committee. The Chairman will determine if a change is minor.

iv. Enforcement

The Board of Directors shall have the right to enforce, by any legal means, all restrictions, conditions, reservations, and requirements imposed by these Covenants.

v. Structures.

The term structure is defined to include any and all types of fences, antennae, decks, basketball goals, swimming pools, and satellite dishes. All structures must be approved by the Architectural Control Committee, and shall not be permitted in front of dwellings. No fence, wall, or other structure shall be erected, placed, or altered on any Lot nearer than fifty (50) feet to any street. Exceptions may be granted by approval of two-thirds (2/3) of the Board of Directors. Above-ground swimming pools are prohibited.

Declarants hereto amend Article VI, Use Restrictions, Section C-3, DWELLING COST, QUALITY AND SIZE, to read as follows:

C-3. DWELLING. No dwelling shall be permitted on any Lot, at a cost of less than \$100.00 per square foot of heated space, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of this amendment. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 2,000 square feet, for a one-story dwelling. The ground floor area of the main structure shall be not less than 1,200 square feet for a dwelling of more than one story, which with the second floor area would provide a total floor area equal to or greater than 2,000 square feet, exclusive of basements. No duplications of exterior of existing houses in Miller Cove shall be permitted. Other than rock or brick, the following materials are acceptable for use as exterior siding: redwood, cyprus, fir or treated pinewood in 8 inches or narrower widths, and Masonite, hardboard, overlaid fiberboard or chipboard manufactured siding of ½ inches minimum nominal thickness in 8 inches or narrower widths. Any other siding material must be approved by the Architectural Control Committee. Sheathing under siding shall be ½ inches nominal thickness waferboard or exterior plywood. Sheathing shall be installed in accordance with FHA standards over 2 x 4 minimum studs at 16 inches OC maximum spacings. Roofs running parallel with the street shall have the minimum slope of 50% (6/12). Roofs running perpendicular to the street shall have a minimum slope of 83% (10/12).

Minimum fascia trim width shall be 8 inches for wood or metal, 12 inches for brick and 16 inches for stone.

Declarants hereto amend Article VI, Use Restrictions, Section C-14, LIVESTOCK AND POULTRY, to read as follows:

C-14. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except, that dogs, and cats, may be kept on any lot, provided, that they are not kept, bred or maintained for any commercial purpose and provided, that facilities for keeping of same are approved by the Architectural Control Committee and that the keeping of same does not constitute a nuisance. No dog pens are permitted. Pets shall not be allowed to disturb other residents.

Declarants hereto amend Article VI, Use Restrictions, Section C-15, GARBAGE AND REFUSE DISPOSAL, to read as follows:

C-15. GARBAGE AND REFUSE DISPOSAL. No lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers.

Declarants hereto amend Article VI, Use Restrictions, Section C-21, LOT, YARD AND HOME MAINTENANCE, to read as follows:

C-21. LOT, YARD AND HOME MAINTENANCE. All property owners after acquisition of lots shall sod all lawns between the front of each house and the street and side yards and shall keep all grounds and yards mowed, trimmed and clean, and all houses painted and stained. All property is to be kept in good repair and clear of refuse and landscape hazards such as dead trees. No deviation from the original plans shall be permitted without approval of the Architectural Control Committee.

Declarants hereto amend Article VI, Use Restrictions, Section C-26, MOTOR VEHICLE PARKING, to read as follows:

C-26. MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Boats, recreational vehicles and trailers cannot be parked at the front or side of any dwelling or in the dedicated street, and must be parked in back of the dwelling. Owners or permanent residents are prohibited from parking in the street. Parking in the street is allowed for daytime guests only. Overnight parking in the street is prohibited.

Declarants hereto amend Article VI, Use Restrictions, Section D-1, MEMBERSHIP, to read as follows:

ARCHITECTURAL CONTROL COMMITTEE:

D-1. MEMBERSHIP. The Architectural Control Committee shall be composed of at least two (2) members of the Miller Cove Property Owners Association, who shall be appointed

by the Board of Directors. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The members of this committee shall in no event be personally liable or responsible to any owner in this Addition for their actions. The Miller Cove Property Owners Association Bylaws may provide the procedure for election, resignation, and removal of committee members.

IN WITNESS WHEREOF, the undersigned, representing at least seventy-five percent (75%) of the Lot Owners of Miller Cove Addition to the City of Benton, Saline County, Arkansas, being the Declarants herein, have hereunto set their hands and seals this 30th day of October, 2016.

Lot	Address	Signature
1	700 Miller Cove	
2	702 Miller Cove	Bill Dunn
3	704 Miller Cove	
4	706 Miller Cove	Mimi Tanya.
5	708 Miller Cove	Randall Sn
6	710 Miller Cove	Donny
7	712 Miller Cove	
8	714 Miller Cove	Susan Hale
9	715 Miller Cove	Jaime Matthe
10	713 Miller Cove	ym
11	711 Miller Cove	Kathy Loftis
12	709 Miller Cove	Bill Baone
13	707 Miller Cove	W. Webb
14	701 Miller Cove	Dick W. Mooney
15	601 Miller Cove	Curtis W. Moore

- 16 603 Miller Cove James J. Paul
- 17 605 Miller Cove Theresa Baccus
- 18 607 Miller Cove
- 19 609 Miller Cove M. Hiltner
- 20 600 Miller Cove Norma Haley
- 21 602 Miller Cove S. Bully
- 22 604 Miller Cove
- 23 606 Miller Cove Arnold
- 24 608 Miller Cove Arnold Angela Rutherford
- 25 620 Miller Cove H. L. Lingo
- 26 719 Miller Cove
- 27 624 Miller Cove Steve Brown
- 28 611 Miller Cove Jimmie F. Jones
- 29 613 Miller Cove W. J. C.
- 30 615 Miller Cove
- 31 617 Miller Cove Kera Crowder
- 32 619 Miller Cove H. B. J.
- 33 621 Miller Cove R. J. Miller
- 34 623 Miller Cove Jan. Rutherford
- 35 801 Miller Cove Liza Brecher
- 36 811 Miller Cove Veronica Cambre
- 37 821 Miller Cove Lois Hobbs
- 38 915 Miller Cove D. J. C.
- 39 927 Miller Cove Kim Hedden
- 40 1011 Miller Cove Allen B.

- 41 1021 Miller Cove David Ragley
 42 1027 Miller Cove Richard W. Jone
 43 1026 Miller Cove
 44 1020 Miller Cove Barbara Utch
 45 1014 Miller Cove Sherry Hangel
 46 1006 Miller Cove Anne
 47 924 Miller Cove Karen R. W. H.
 48 918 Miller Cove J. Crews
 Lot 49, Miller
 49 Loop
 50 1016 Miller Loop Mike Hagan
 51 1006 Miller Loop Charles Jones
 52 926 Miller Loop Karen Chensel
 53 916 Miller Loop
 54 910 Miller Loop K. B.
 55 900 Miller Loop - Jason D. James
 56 828 Miller Loop Ann Ann Hawk
 57 816 Miller Cove Art Hest
 58 718 Miller Cove
 59 720 Miller Cove J. B.
 60 802 Miller Cove
 61 902 Miller Cove Chad
 62 1019 Miller Loop
 63 827 Miller Loop J. Hagan
 98 705 Miller Cove

99 1000 Miller Cove

Jon Brook

Angela Rutherford

President, Miller Cove Property Owners Association

ATTEST:

David F. Raley
Secretary

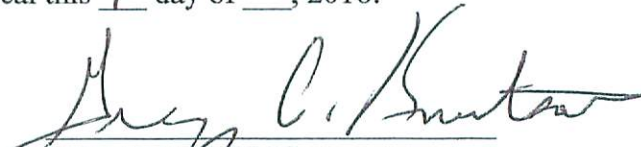
STATE OF ARKANSAS)
) ss
COUNTY OF SALINE)

ACKNOWLEDGEMENT

On this day, before me personally appeared Angela Rutherford and David Raley, who acknowledged that they were the President and Secretary of Miller Cove Property Owners Association, Inc., a corporation, and that they, as such officers, being authorized to do so, had witnessed the execution of the foregoing instrument by the undersigned Lot Owners of Miller Cove Addition, to the City of Benton, Saline County, Arkansas, for the purposes therein contained, by signing their names.

WITNESS my hand and official seal this 9 day of NOVEMBER, 2016.




NOTARY PUBLIC

My Commission Expires:

october 6, 2025

EXHIBIT A

RESIGNATION OF ARCHITECTURAL CONTROL COMMITTEE
AND DESIGNATION OF SUCCESSORS

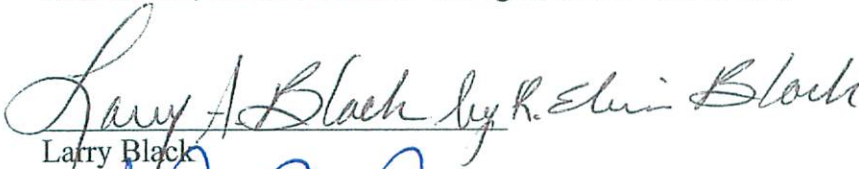
WITNESSETH:

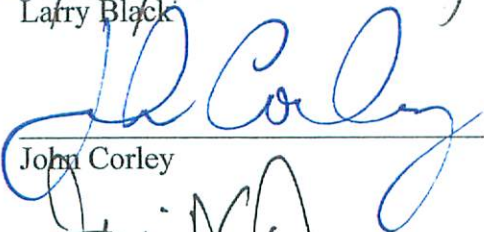
WHEREAS, Article VI, Section D-1, of the Declaration of Covenants, Conditions and Restrictions of Miller Cove Addition, a Planned Development, dated July 14, 1992, filed for record July 15, 1992, and recorded in Book 361 at Page 265 of the Records of Saline County, Arkansas, provided for an Architectural Control Committee and provided for resignation and designation of successors, and provided that after all lots are sold the Architectural Control Committee shall be the Miller Cove Properties Association; and

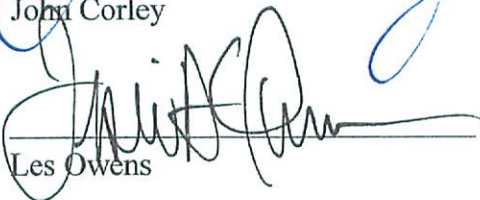
WHEREAS, all lots have been sold in the Miller Cove Addition; and

WHEREAS, the undersigned members of the Architectural Control Committee desire to designate the Miller Cove Properties Association, its successors and assigns, as their successors.

NOW, THEREFORE, in accordance with the Declaration of Covenants, Conditions and Restrictions, the undersigned, Larry Black, John Corley, and Les Owens, do hereby resign from the Architectural Control Committee and do hereby designate the Miller Cove Properties Association, its successors and assigns, as their successors.


Larry Black


John Corley


Les Owens

STATE OF ARKANSAS)
) SS.
COUNTY OF SALINE)

ACKNOWLEDGEMENT

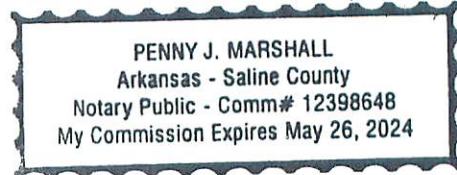
On this day, before me personally appeared the undersigned Larry Black, John Corley, and Les Owens, who acknowledged that they were authorized to do so, and had executed the foregoing instrument for the purposes therein contained, by signing their names.

WITNESS my hand and official seal this 17TH day of April, 2016.

My Commission Expires:

May 26, 2024

Penny J. Marshall
NOTARY PUBLIC



And for the same purposes, the undersigned Association does hereby assume the obligations of the Architectural Control Committee and agrees to serve in such capacity in accordance with the Covenants, Conditions and Restrictions.

Angela Luthers
President, Miller Cove Properties Association

ACKNOWLEDGEMENT

On this day, before me personally appeared the undersigned President of the Miller Cove Properties Association, who acknowledged that he or she was authorized to do so, and had executed the foregoing instrument for the purposes therein contained, by signing his or her name.

WITNESS my hand and official seal this 9th day of ^{MAY}~~April~~, 2016.



My Commission Expires:

OCTOBER 6, 2025

Gregg A. Knutson
NOTARY PUBLIC