

TO CORRECT 2008  
1532

Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2008/1733  
Term/Cashier: CASH5/BSTUBBS  
01/15/2008 12:20:40PM  
Tran: 24018  
Total Fees: \$25.00  
Book 2008 Page 1733  
Recorded in the Above  
DEED Book & Page  
01/15/2008

**CORRECTED  
FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR BILTMORE SUBDIVISION  
CITY OF ROGERS, BENTON COUNTY, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pennington Developments, Inc., an Arkansas corporation, herein called "Declarant", and the other Owners of the Lots in the addition known as Biltmore Subdivision in Benton County, Arkansas, a copy of said plat appearing of record in the office of the Recorder of Benton County, Arkansas, have prepared the Declaration of Covenants, Conditions and Restrictions for Biltmore Subdivision in Benton County, Arkansas (herein the "Covenants"), said Covenants dated May 23, 2007 and filed of record on May 23, 2007 in Book 2007 at Page 20826 in the Real Estate Records of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas; and

WHEREAS, pursuant to the Covenants for Biltmore Subdivision, the Declarant has imposed upon the above-referenced property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of portions of the property; and

WHEREAS, Section VII, Duration and Amendment, subsection B., of the Covenants for Biltmore Subdivision provides that during the Development Period, the Declarant, Pennington Developments, Inc., may in its sole discretion and without notice or consent being required of anyone: (i) modify, amend, or repeal any one or more of the Covenants or the provisions of the Covenants at any time prior to the expiration of the Development Period, provided said amendment, modification or repeal is in writing and properly recorded in the Records, except no alteration, amendment or modification may be made that would reduce the minimum square footage requirement of any Dwelling Unit below the 2,000 square foot minimum provided herein; and

WHEREAS, the Development Period, as defined in the Covenants, has not expired and the undersigned Declarant, in order to protect and preserve the quality of Biltmore Subdivision, desires that the Covenants for Biltmore Subdivision be amended as set forth herein.

NOW, THEREFORE, the undersigned hereby amend the Covenants for Biltmore Subdivision in the City of Rogers, Benton County, Arkansas, as follows:

1. **Subsection E. BUILDING MATERIALS, and Subsection J. YARDS AND LANDSCAPING REQUIREMENTS, of SECTION III, BUILDING AND USE RESTRICTIONS,** of the Declaration are hereby each amended to read, in their entirety, as follows:

**SECTION III  
BUILDING AND USE RESTRICTION**

...

**E. BUILDING MATERIALS.** The exterior walls up to the plate line of each building constructed or placed on a Lot shall be one hundred percent (100%) brick, stone, rock, hardy board/cement board or approved masonry material. The area of the exterior walls above the plate line of each building constructed or placed on a Lot shall be one hundred percent (100%) brick, stone, rock, hardy board/cement board, or approved masonry

material, cedar, wood or synthetic shake product. The use of straight siding shall not be permitted. All concrete blocks and concrete foundations shall be covered with a decorative masonry material. All siding or other non-masonry material shall require ACC approval. All exterior colors of any material must be compatible and approved by the ACC. All fascia boards will be a minimum of 2" x 6".

...

**J. YARDS AND LANDSCAPING REQUIREMENTS.** All Structures, landscape plans and additions must first be approved by the ACC. No approval is necessary for the planting of flowers, shrubs, or trees, except where it may affect easements or drainage onto adjacent Lots. All newly constructed Dwelling Units must meet minimum landscape requirements as set by the ACC within six (6) months of completion of construction, provided that each Owner, within ninety (90) days of the completion of a Dwelling Unit shall sod all Front Yards and Side Yards. All toys, newspapers, etc., must be picked up so as not to accumulate in an unsightly manner in view of any Street. Only porch furniture, flower pots, etc., are permissible in front yards. Front Yard grass is to be kept mowed so as to never be above six inches (6"). The installation of an irrigation system to water at least the Front Yard is recommended, but not mandatory.

2. All words or terms used herein that are defined in the Covenants shall have the meaning given and assigned to them in said Covenants.

3. This Corrected First Amendment to Declaration of Covenants, Conditions and Restrictions for Biltmore Subdivision in Benton County, Arkansas, shall be deemed effective immediately as of the execution hereof.

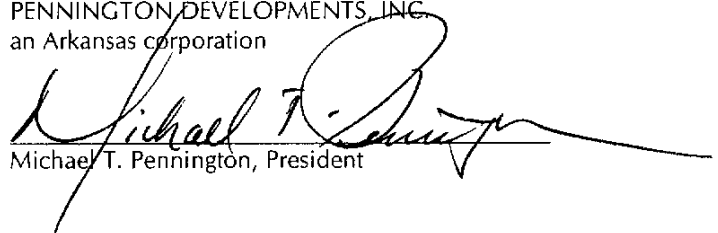
4. Except as specifically amended herein, the Declaration of Covenants, Conditions and Restrictions for Biltmore Subdivision in Benton County, Arkansas, shall remain unchanged in all other respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Corrected First Amendment to Declaration of Covenants, Conditions and Restrictions for Biltmore Subdivision in Benton County, Arkansas, on this 15 day of January, 2008.

DECLARANT:

PENNINGTON DEVELOPMENTS, INC.  
an Arkansas corporation

By:

  
Michael T. Pennington, President

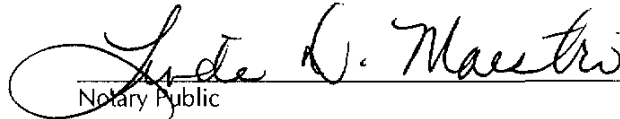
CORPORATE ACKNOWLEDGMENT

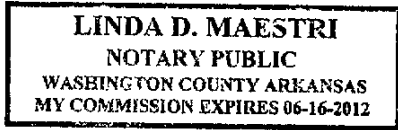
STATE OF ARKANSAS )  
COUNTY OF Washington )

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named **Michael T. Pennington**, being the person authorized by said corporation to execute such instrument, stating his capacity in that behalf, to me personally known, who stated that he was the **President of Pennington Developments, Inc.**, an Arkansas corporation, and was duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15<sup>th</sup> day of January, 2008.

My Commission Expires:

  
Notary Public



Benton County, AR  
I certify this instrument was filed on  
01/15/2008 12:20:54PM  
and recorded in DEED Book  
2008 at pages 0001733 - 0001735  
Brenda DeShields-Circuit Clerk