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**Declaration of Covenants, Conditions and
Restrictions for Biltmore Subdivision
City of Rogers, Benton County, Arkansas**

THIS Declaration of Covenants, Conditions and Restrictions, referred to herein as the "Declaration", is made this 23 day of May, 2007, by **Pennington Developments, Inc.**, an Arkansas corporation, referred to collectively herein as "Declarant", and **Pennington Developments, Inc. Retirement Trust**, a trust, and **Skee Smith Builders, Inc.**, an Arkansas corporation, and **Travis D. Gilmore and Sarah E. Gilmore**, husband and wife, and **Ken Sauer and Betty Sauer**, husband and wife, the undersigned, concerning the residential subdivision known as Biltmore Subdivision, referred to as "the Subdivision".

WITNESSETH

WHEREAS, the Declarant and the other parties hereto are the Owners of real property located in Benton County, Arkansas, being more fully described in Exhibit A attached to this Declaration and incorporated herein by reference, sometimes referred to herein as the "Property"; and

WHEREAS, the aforesaid Property has been platted into a residential community, and subdivided into individual, quality, single-family Residential Lots, and, in addition, certain tracts of land have been set aside for drainage, for common landscaped areas, for signs identifying the Subdivision and other matters; and

WHEREAS, the Declarant and the other undersigned parties hereto desire that the entire Subdivision constitute a single-family residential community, with rights and obligation toward the ownership and maintenance of landscaped common areas at or near the entries to the Subdivision, as well as the signs identifying the Subdivision; and

WHEREAS, the total development of the Subdivision residential community will take several years; and

WHEREAS, the Declarant and the other undersigned parties hereto desire to provide for building and use restrictions to promote and insure that the Subdivision is a quality residential community, to protect the property values of all Owners within the Subdivision, to insure that all homes are constructed of quality materials and workmanship, and are compatible with other homes in the Subdivision.

NOW THEREFORE, in consideration of the foregoing and for the purpose of enhancing and protecting the value and desirability thereof, the Declarant hereby and the other undersigned parties hereto declare and subject all of the Property described in Exhibit A, now known as Biltmore Subdivision, to the covenants, charges, assessments, conditions and restrictions set forth in this Declaration, all of which shall run with said Property and shall benefit and be binding upon all parties and all persons owning all or any part thereof, and their heirs, personal representatives, successors and assigns. Any and all contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be deemed to have these covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these covenants also benefit the Declarant, the other parties hereto, and future Owners of the Property because of the interest of the Declarant, the other parties hereto, and such

future Owners in having the entire Property maintained in an attractive manner for the benefit of all Owners of any portion of the Property.

SECTION I CONCEPTS AND DEFINITIONS

The following words, whether or not capitalized, when used in this Declaration or in any amended or supplementary Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

"Amended Declaration" shall mean and refer to each and every instrument recorded in the Records which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of this Declaration.

"Architectural Control Committee" or **"ACC"** shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II hereof.

"Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be from time to time duly amended or modified.

"Assessments" shall mean any charge levied against a Lot Owner, etc., pursuant to this Declaration.

"Association" shall mean and refer to the Biltmore Property Owners Association, which shall be formed as an Arkansas non profit corporation which has the power, duty and responsibility of maintaining and administering certain portions of the Subdivision and all of the Common Properties, administering and enforcing the Declaration and otherwise maintaining and enhancing the quality of life within the Subdivision.

"Board" or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association.

"Building Contractor" shall mean a general contractor, building contractor, construction manager, architect, or Owner, provided that such person meets the criteria established by the ACC under the provisions of Section II.

"By-Laws" shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of this Declaration and the Arkansas Non Profit Corporation Act of 1993 or other applicable laws promulgated by the State of Arkansas.

"Class A Member" shall mean each Owner of a Residential Lot and each resident (other than an Owner) of a Residential Lot.

"Class B Member" shall mean the Declarant.

"City" shall mean and refer to the City of Rogers, Benton County, Arkansas.

"Common Properties" shall mean and refer to any and all areas of land within the Subdivision which are known, described or designated as green areas, common areas, the Streets, any controlled access areas and monitoring devices, Street lighting and signs (and all elements thereof), detention ponds, entryways, monuments, perimeter fences and walls, off-site monuments and directional signs, landscape easements, and any greenbelt and the like, including, without limitation, those shown on any Plat, as well as those not shown on a Plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The **"Common Properties"** shall also include any and all public right-of-way lands for which the City

has required that the Declarant and/or the Association expend private, non-reimbursable time and monies to care for and maintain, such as, but not limited to, Street medians or park areas.

"Covenants" shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration or any Amended Declaration.

"Days" as used herein shall mean calendar days, with the exception of "business days" which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of Arkansas or the United States of America.

"Declarant" shall mean and refer to Pennington Developments, Inc., an Arkansas corporation, and any or all successors and assigns thereof with respect to the voluntary disposition of all (or substantially all) of the right, title and interest of Pennington Developments, Inc. in and to the Subdivision; provided however, no Person merely purchasing one or more Lots from Pennington Developments, Inc. or its successors or assigns in the ordinary course of business shall be considered a "Declarant."

"Declaration" shall mean and refer to this particular instrument entitled: "Declaration of Covenants, Conditions and Restrictions for Biltmore Subdivision, City of Rogers, Benton County, Arkansas," together with any and all amendments or supplements hereto.

"Deed" shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

"Development Period" shall mean a period commencing on the date of the recording of the original Declaration in the Records and continuing thereafter until and ending on the earlier of (a) the date of the completion of construction of Dwelling Units on more than seventy-five percent (75%) of the Residential Lots in the Subdivision, or (b) the date the Declarant voluntarily terminates its Class B Member status by recording a written notice of such termination in the Records.

"Director" shall mean and refer to any duly elected member of the Board.

"Dwelling Unit" shall mean and refer to any building or portion of a building situated upon any Residential Lot that is designed and intended for Residential Use.

"Front Yard" shall mean and refer to (a) as to interior Lots, the front yard area of the residence between the Street (on the one hand) and the dwelling exterior and fence (on the other hand) and (b) as to corner Lots, the front yard area of the residence between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), and that portion of the side yard area exposed to the Street, between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), but excluding patios, courtyards and fenced areas, unless otherwise defined by the Board.

"Improvement" shall mean any physical change to raw land or to an existing Structure which alters the physical appearance, characteristics or properties of the land or Structure, including but not limited to the new construction of a Structure or Structures and related amenities, adding or removing square footage area or space to or from a Structure, painting or repainting a Structure, or in any way altering the size, shape or physical appearance of any Structure or any building or other improvement, temporary or permanent, located on any Lot.

"Lot" or **"Lots"** shall mean and refer to a Residential Lot or any other type of Lot reflected on any Plat or all of the Residential Lots.

"Member" shall mean and refer to each Owner, who is in good standing with the Association, who has filed a proper statement of residency with the Association, who has complied with all directives and requirements of the Association, and who otherwise satisfies the requirements set forth in Section II. B. hereof. Membership shall consist of two (2) classes, the Class A Members and the Class B Member.

"Owner" shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot, excluding those having any such interest merely as security for the performance of an obligation.

"Person" shall mean an individual, partnership, joint venture, corporation, corporation, joint stock company, trust (including a business trust), unincorporated association or other entity, or a government or any political subdivision or agency thereof.

"Plat" or "Plats" shall mean and refer to the final Subdivision Plat or plats of the Subdivisions, which have been approved by the City and filed and recorded in the Records.

"Property" shall mean the real property, together with all improvements, easements, rights and appurtenances thereto, located in Benton County, Arkansas, being more fully described in Exhibit A attached to this Declaration and incorporated herein by reference.

"Records" shall mean the Public Real Estate Records as maintained in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, including the Map and Plat Records of Benton County, Arkansas.

"Residential Lot" shall mean and refer to each separately identifiable portion of the Subdivision which is (a) platted into individual Lots and becomes a part of the Subdivision pursuant to a Plat filed and recorded in the Records, (b) assessed by any one or more of the applicable governmental or other taxing authorities, (c) to be used solely for a Residential Use and (d) not intended to constitute any portion of the Common Properties.

"Residential Use" shall mean and refer to any use and/or occupancy of any Residential Lot as a residence by a single person, a couple, a single family or a permitted family size group of persons approved by the Board.

"Streets" shall mean the right-of-way of all private Streets, sidewalks and other rights-of-way situated within, and shown on the Plats, together with all pavement, curbs, Street lights, signs and related facilities thereon.

"Structure" shall mean and refer to: (a) any thing or device, other than trees, shrubbery (less than two (2) feet high if in the form of a hedge in respect to a Lot) and landscaping (the placement of which upon any Lot shall not adversely affect the appearance of such Lot), including but not limited, to any building, improvement, parking facility or area, garage, porch, shed, greenhouse or bathhouse, cabana, coop or cage, covered or uncovered patio, swimming pool, play apparatus, fence, curbing, paving, wall or hedge (more than two (2) feet high if in the form of a hedge in respect to a Lot), signboard or other living quarters or any temporary or permanent improvement to any Lot; (b) any excavation, fill or ditch; (c) with respect to Lots and, any enclosure or receptacle for the concealment, collection and/or disposition of refuse; and (d) any change in the grade of any Lot which involves a change of more than three (3) inches from the existing grade initially approved by the applicable ACC.

"Subdivision" or "Subdivisions" shall mean and refer to a subdivision or subdivisions of all or a portion of the Property, in accordance with a Plat or Plats thereof heretofore or hereafter filed of record in the Records, as well as any and all revisions, modifications, corrections or clarifications thereto.

"Yard" shall mean and refer to the area of the Lot located between the dwelling exterior and the streets and/or property lines for each Lot.

SECTION II GOVERNING BODIES

A. **GENERALLY.** These Covenants shall be implemented by the Association, the Board of Directors of the Association and the Association's Architectural Control Committee, as established herein.

B. **PROPERTY OWNERS ASSOCIATION.**

1. **Membership.**

a. Each and every Owner of each and every Lot within the Subdivision shall automatically be, and must at all times remain, a Member of the Association in good standing, and shall be bound by the terms and conditions of this Declaration, the Articles and By-Laws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such Articles and By-Laws. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of a Lot. Ownership of any Lot shall be the sole qualification for being a Member. Any Person who holds an interest in and to all or any part of a Lot merely as security for the performance of an obligation shall not be a Member.

b. During the Development Period, the Association shall have two (2) classes of Members:

Class A: The Class A Members shall be all Owners (other than the Declarant) of Lots.

Class B: The Class B Member shall be the Declarant.

c. Except as provided in this Declaration, the Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings, and shall have the right to prescribe the procedure to be followed concerning all such meetings and votes.

2. **Transfers.** The membership of an Owner may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale, assignment or transfer of such Owner's interest in all or any part of such Owner's Lot and then only to the purchaser, assignee or transferee as the new Owner of the Lot in question. Each Owner shall notify the Association of any transfer or assignment of the fee title to his/her/its Lot and the name and address of the transferee or purchaser. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. On transfer, conveyance, or sale by any Owner of all of his or her or interest in any Lot, such Owner's membership in the Association shall thereon cease and terminate. An Owner of a Lot, by contracting to sell his Lot on an installment basis, shall be deemed to have transferred his membership to the contract purchaser upon execution of the contract for sale. When an Owner sells his Lot by traditional offer and acceptance providing for a closing of the sale to occur at which time the purchaser will pay the purchase price to the seller or deliver to the seller a promissory note for the purchase price in exchange for a conveyance by deed of the property, the transfer of membership shall be deemed to occur upon delivery of the deed. For purposes of this Declaration, the "Owner" shall be deemed to include the purchaser under an installment contract, regardless of whether a deed has been executed to be held in escrow or whether the deed will be executed and delivered upon payment in full of the installment payments. The Articles of Incorporation and By-Laws of the Association, as may be amended from time to time, are incorporated by this reference to the same effect as if set forth word for word herein.

3. **Voting Rights.**

- a. During the Development Period only the Class B Member shall constitute the voting Member of the Association. The Class B Member shall be entitled to cast one (1) vote for each Lot located within the Subdivision. All votes relating to the Ownership of a Lot shall be cast by the Declarant to the exclusion of the Class A Members.
- b. Following the expiration of the Development Period, the Class A and Class B Members shall constitute the voting Members of the Association. The Owners of each Lot in good standing shall be entitled to one (1) vote per Lot. Where more than one Owner owns and holds a record fee interest in a Lot, said multiple Owners shall cast one vote collectively for each Lot owned.
- c. Any Owner or Member shall not be in "good standing" if such Person is: (i) in violation of any portion of this Declaration or any rule or regulation promulgated by the Board or any portion of applicable laws, rules, regulations and ordinances; or (ii) delinquent in the full, complete and timely payment of any assessments or charge which is levied, payable or collectible pursuant to the provisions of this Declaration, the Bylaws or any rule or regulation promulgated by the Board. The Board may suspend the voting rights of any Member who is not in good standing for any period during which such Member remains not in good standing. The preceding clause shall control over any provision of this Declaration to the contrary.
- d. The Board may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws, as it deems advisable, for: (i) any meeting of Members; (ii) proof of membership in the Association; (iii) the status of good standing; (iv) evidence of right to vote; (v) the appointment and duties of examiners and inspectors of votes; (vi) the procedures for actual voting in person or by proxy; (vii) registration of Members for voting purposes; and (viii) such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

4. **Notice; Voting Procedures; Meeting.** Quorum, notice and voting requirements of and pertaining to the Association may be set forth within the Articles and/or Bylaws, as either or both may be amended from time to time, and shall be in accordance with permitted Arkansas law. During the Development Period, from time to time, as and when determined necessary by the Board, the Board may call and schedule a meeting of the Members. From and after the expiration of the Development Period, the Members shall meet annually to deal with and vote on matters relating to the business of the Association, as directed by the Board, including the election of the Directors.

5. **Registration with the Association.**

- a. In order that the Declarant and the Association can properly acquaint every Lot purchaser and every Owner and Member with these Covenants and the day-to-day matters within the Association's jurisdiction, no acquisition of any Lot within the Subdivision shall become effective until and unless all directives by, and all obligations to, the Association and the Declarant have been properly and timely satisfied.
- b. Each and every Owner and Member shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner and Member; (b) the full name of each individual family member who resides within the Dwelling Unit of the Lot Owner in question; (c) the business address, occupation and telephone numbers of each Owner or Member; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the resident cannot be located) in case of an emergency; and (e) such other information as may be reasonably requested from time

to time by the Association. Failure to provide the Association with a name and proper mailing address shall constitute a waiver of any notice otherwise required hereunder.

6. **Other Matters.**

- a. The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of all governmental authorities recognized in the City, the State of Arkansas, and of the United States of America, and if, at any time, any of the provisions of this Declaration shall be found to be in conflict with such laws, regulations, ordinances, and the like, the same shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.
- b. Subject to the limitations set forth in this Declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration.

C. **PROPERTY OWNERS ASSOCIATION BOARD OF DIRECTORS.** The Declarant shall serve as the sole Director of the Association for the duration of the Development Period, or until such time during the Development Period that the Declarant appoints a Board of Directors of the Association. The Board of Directors shall consist of no more than three (3) directors; except that during the Development Period the Declarant shall determine the number of directors. During the Development Period the directors shall be appointed by the Declarant, with each director to serve a term of one (1) year. During the Development Period, upon the expiration of a director's term or in the event of the death or resignation of any director, the vacancy shall be filled by an appointment of the Declarant. After the expiration of the Development Period, elections of the members shall be held to fill each of the three (3) seats, and each of the directors shall thereafter serve a three (3) year term. These subsequent directors shall be members and reside in the Subdivision. These elections will be held at called meetings upon giving ten (10) days' written notice to all Lot Owners. The Board of Directors of the Association shall have the power to enforce these covenants and to review all violations of these covenants for proper action.

D. **ARCHITECTURAL CONTROL COMMITTEE.**

1. **Purpose and Composition.** To insure that all Dwelling Units, Structures, Improvements and accessory or other buildings constructed in the Subdivision have good quality materials and workmanship and are compatible with other Dwelling Units, Structures, Improvements and accessory or other buildings constructed or to be constructed in the Subdivision, there is hereby established an Architectural Control Committee. The Declarant shall be the sole member of the ACC for the duration of the Development Period, or until such time during the Development Period that the Declarant appoints persons to act as members of the ACC. The ACC shall be composed of at least three (3) members; except that during the Development Period the Declarant shall determine the number of members. During the Development Period, members of the ACC shall be appointed by the Declarant, with each member to serve a term of one (1) year. Following the expiration of the Development Period, the Board of Directors of the Association shall assume its authority to designate no more than five (5) total members to the ACC, from time to time. The members of the ACC, other than those initially appointed by the Declarant, shall serve three (3) year terms. No absentee Owner, other than the Declarant's appointments, may serve on the ACC. During the Development Period, upon the expiration of a member's term or in the event of the death or resignation of any member of the ACC, the Declarant shall appoint a successor. After the Development Period ends, in the event of the death or resignation of any member prior to the expiration of his or her term, the Board of Directors of the Association shall appoint a successor to complete the term of the deceased or resigning member.

2. **Authority and Duties.**
- a. Any Owner seeking to construct a new home or other Structure, or to add or to modify any portion of the exterior of an existing home, shall first submit the plans and written specifications to the ACC for review and approval. Submittals shall include building elevations and materials, building location or plat plan, finished lot elevation and grades, and exterior color schemes. All specifications of the home exterior shall include, but shall not be limited to, decks, hot tubs, patios, pools, additions to or deletions of planted or landscaped areas, equipment and material storage buildings, dog runs, gazebos, arbors, roofing material, exterior lighting, exterior building materials, and other similar construction.
 - b. No construction, change, modification or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials, and location of the Improvements on the Lot, shall have been submitted to, and approved in writing by, the ACC. In the event the ACC fails to approve or disapprove said specifications within ten (10) days after written confirmation by the ACC that sufficiently complete plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred. It shall be the responsibility of the Lot Owner to obtain the written confirmation that sufficiently complete plans and specifications have been submitted.
 - c. Without limiting the factors to be considered in the approval or disapproval of any plans and specifications submitted to it, the ACC shall apply the building restrictions set forth below under Section III of this Declaration
 - d. Notwithstanding the foregoing provisions, the ACC and the Association shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in the Declaration, and no member of the ACC or the Association and its Board of Directors shall have any liability, responsibility or obligation whatsoever for any action or decision, or lack thereof. The ACC and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the ACC and the Association and its members on account of any activities of the ACC relating to such Lot Owners' property or Improvements to be constructed.
 - e. Only Building Contractors who have been approved by the ACC shall be allowed to construct any improvements within the Subdivision. The ACC shall, from time to time establish such criteria, as it may deem appropriate for the approval of Building Contractors. Such criteria may include, but shall not be limited to, a current certificate of workmen's compensation insurance, a current certificate of general liability insurance in an amount of not less than \$1 million, and current appropriate licensing, if applicable. Any Building Contractor approved by the ACC impliedly consents to the authority of the ACC to set forth additional requirements or restrictions as may be deemed appropriate.
 - f. No lots in the Subdivision shall be further subdivided and no boundaries between Lots shall be adjusted or relocated without the prior review and written consent of the ACC. In connection therewith, all information relating thereto as requested by the ACC shall be submitted to the ACC for review.

**SECTION III
BUILDING AND USE RESTRICTIONS**

- A. A "building site" shall consist of one or more numbered Lots as shown on the face of the Plat or any modifications or adjustments thereto. No individual Lot may be split to create two or more Lots.
- B. No Dwelling Units, or other buildings, Improvements or Structures shall be erected, constructed, maintained, or permitted on such Residential Lots, except on a "building site" as defined above. Further, all Lot grading and drainage shall be reviewed by the ACC and will conform to the approved subdivision-grading plan.
- C. No building, except a single-family residential Dwelling Units, and/or such other accessory buildings as may be permitted by local land use rules, regulations or ordinances, and as may be approved by the ACC, shall be permitted. Such accessory buildings shall not be used for or in connection with multi-family living, and each building site shall be used for no more than one family, together with attendants or domestic servants of that family.
- D. **BUILDING TYPE.**
1. No residence shall be constructed that is more than two (2) stories in height or less than two thousand square feet (2,000 sq. ft.) of heated area, exclusive of carports, garages, porches, basements and storage rooms. Of the total heated area of any residence, at least one thousand five hundred square feet (1,500 sq. ft.) must be on the main level, unless otherwise approved by the ACC. Particular architectural styles, features, appointments and details may not be approved, at the discretion of the ACC, if deemed to be incompatible or non-conforming to the standard of quality or aesthetics promoted within the Subdivision. Additionally, "minimum code" specifications shall not be the standard by which the ACC shall be bound, but rather by any level above that is deemed appropriate minimums for consistency of quality within the Subdivision.
 2. A minimum of one (1) two-car garage will be required for each dwelling and must be kept and maintained as part of the house. Garage doors must be kept closed when not in use for the purpose of ingress or egress of automobiles. No garage shall be changed, altered, reconstructed or otherwise converted for any use or purpose inconsistent with the garaging of automobiles. The Owner of each Lot shall construct a concrete drive connecting the garage of the Dwelling Unit to the Street, with the same to be approved by the ACC.
 3. Any limitations in this Declaration to the contrary notwithstanding, until Dwelling Units have been constructed on all Lots in the Subdivision, the Declarant shall be entitled to use any Lot owned by Declarant for construction of model homes, sales offices, construction sheds or for storage of materials. Revisions to approved architectural plans are discouraged; however, any revision to any previously approved plan should be for upgrade purposes only. All revisions must be submitted to the ACC as set forth herein prior to commencing construction.
- E. **BUILDING MATERIALS.** The exterior walls 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. 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".
- F. **ROOFS.** All roofing material shall be approved by the ACC prior to the installation of such materials. Such materials shall be a minimum of twenty-five (25) year architectural shingle or better and shall be otherwise in compliance in all respects with applicable City ordinances. The roof pitch of any

Dwelling Unit, Structure or other Improvement, must be approved in advance by the ACC. For the front elevation of any Dwelling Unit, a roof pitch of ten feet by twelve feet (10' x 12') is recommended; however, a roof pitch of eight feet by twelve feet (8' x 12') minimum shall be required. For the rear elevations of any Dwelling Unit, a roof pitch of six feet by twelve feet (6' x 12') minimum shall be required.

- G. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved on each Lot as reflected on the recorded Plat. Within these easements, no Structure, planting or other material (except driveways across any Lot) shall be placed or permitted to remain which may interfere with the operation, installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water toward or through drainage in the easement. Driveways permitted within the easement shall be constructed so as not to prevent any flow of water or change the flow in the area of each Lot and all improvements for which a public authority, the Association, or any utility company is responsible.
- H. **UTILITIES.** All permanent utilities shall be located underground. No overhead wires shall be allowed within the subdivision.
- I. **EXTERIOR MECHANICAL DEVICES.** Air conditioning units, heat pumps, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similar mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns. The location of such devices and the shielding to be used shall all be reviewed and approved by the ACC prior to installation.
- 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"). An irrigation system shall be installed to water at least the Front Yard.
- K. **FENCING.** Fencing of Front Yards is prohibited. Any fence located on any Lot must be approved by the ACC as to material, location, height and quality prior to the commencement of construction. The goal of the ACC is to insure that all new fencing is uniform with existing fencing. Any fence erected around the rear perimeter of a Lot must be a wood privacy fence of a specific type and stain as determined by the ACC and must contain a gate or gates of adequate size, according to City requirements for City utility vehicles to have access to the utility easement for ingress and egress, if applicable. Lots 23 through 41 may have a different type of wood privacy fence than other Lots, as determined by the ACC. Fencing in of access/drainage easements is prohibited. Any necessary alteration to fences to maintain utilities will be done at the Owner's expense. Dog pens, property screened as required by the ACC, must be in rear yard portions and kept so as not to be a nuisance or obnoxious to any adjoining Lot Owner.
- L. **SWIMMING POOLS.** Any swimming pool located on any Lot must be approved by the ACC as to material, location, and quality prior to the commencement of any construction. Above-ground pools are prohibited. All swimming pools shall be kept in a good state of repair at all times and shall be properly fenced in, with said fencing to be subject to the requirements hereof and approval of the ACC.

- M. **SIDEWALKS.** Sidewalks shall be installed along the front on each Lot by the Owner and shall be built based upon the requirements of the City and code specifications, and shall be installed prior to the issuance of a certificate of occupancy by the City.
- N. **MAILBOXES.** All mailboxes must be approved by the ACC as to type, design and location. Additionally, all mailboxes must be of a type approved by the United States Postal Service, and shall be kept in a good state of repair at all times.
- O. **ANTENNAS AND SIGNALS.** No exterior antenna, aerial wires or other device (including, without limitation, radio or television transmitting or receiving antennae) for the transmission or reception of any form of electromagnetic radiation shall be erected, installed, used or maintained on any Lot, unless the same is expressly approved and permitted by the ACC and appropriately screened so as to not be visible from the front of any other Lot or any public Street. No radio signals, television signals or any other form of electromagnetic radiation shall originate from any Lot which may unreasonably interfere with the reception of television or radio signals on any other Lot. No satellite dish antenna shall be erected unless the same is approved by the ACC and appropriately screened so as to not be visible from the front of any other Lot or any public Street.
- P. **GENERAL MAINTENANCE.** Each Owner shall maintain and care for all improvements and all trees, foliage, plants and lawns on his or her Lot and otherwise keep his or her Lot and all improvements thereon in a neat manner and prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, and otherwise keep his or her Lot in conformity with the general character and quality of properties in the immediate area. In addition, by acceptance of a Deed to any Lot, the Owner thereof covenants and agrees to mow weeds and grass and to keep and maintain said Lot in a neat and clean condition at all times.

SECTION IV ADDITIONAL BUILDING USE AND GENERAL RESTRICTIONS

- A. **OFFENSIVE ACTIVITIES.** No noxious or offensive activity shall be carried on or permitted upon any Lot or on any Street or sidewalk adjacent thereto, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjacent Lot Owners or to the Subdivision. Any Lot Owner violating this paragraph shall be required to indemnify and hold harmless the ACC for any expense it incurs in alleviating the noxious or offensive activity, annoyance or nuisance.
- B. **OIL AND MINING OPERATIONS.** No oil drilling, oil refining, quarrying, or mining operation of any kind whatsoever shall be permitted upon, about, or in any Lot, nor shall any oil well, tank tunnels, mineral excavations or shafts be permitted upon or in any Lot, except that one (1) storm shelter may be constructed with proper ACC approval.
- C. **MAINTENANCE OF SURFACE.** Earth or gravel shall not be removed from the surface of any Lot, except for improvement or leveling of the Lot involved. Landfill on any Lot shall be earth only, and shall not include trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destroyed or disturbed, nor shall the surface drainage patterns be changed, except in a fully engineered manner, which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition. Any removal, fill or change in soil or surface conditions must be approved, in advance, by the ACC.
- D. **SIGNAGE.** No signage shall be permitted on any Lot or any Dwelling Unit after it is initially sold; provided, however, that one "For Sale" sign may be placed in front of the Lot within ten (10) feet of the curb, and such sign shall be no larger than five (5) square feet. Any such "For Sale" sign must be

removed within ten (10) days of the date of the sale of the Lot. However, Declarant hereby reserves the right to erect construction site signs, Lot signs, and signs to designate the name of the addition and the advertisement thereof, without regard to the above restriction. The Declarant or the ACC reserves the right to remove any sign which it deems to be obnoxious or non-compliant or unsightly due to shape, color, size, etc. Contractors may display only one contractor's sign and building permit. No other advertising signs shall be permitted.

- E. **SIGHT DISTANCES AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the Streets shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the Street if property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a Street property line with the edge of the driveway.
- F. **CURBS AND STREET.** All Street cuts are specifically prohibited unless a waiver is granted by the Declarant. No curb cut for driveways shall be closer than three (3) feet to the side property line. All curbs are to be neatly blended into driveway radius.
- G. **PARKING.** All Dwelling Units must have off-Street parking only, and shall not be permitted to park off of designated driveways or parking pads. The ACC shall have the right to have vehicles of this provision towed at the Owner's expense. No parking of any type of vehicle, boat, RV, camper, etc., will be permitted on grass, landscape, sidewalks, or on Streets at any time. All Owners shall use their best efforts to insure that all automobiles are parked and stored within the garage.
- H. **VEHICLES.** Any boat, RV, camper, untagged or off-road vehicle must have a separate, concealed concrete parking pad and may not be parked at any time in front of the front building line and must be permanently screened from view, with such screening to be approved by the ACC. Likewise, no vehicle repairs or maintenance is to be performed other than in garages or in concealed areas to the rear of building lines. No inoperative vehicles of any kind shall be left on any Lot or easement. No commercial vehicles, commercial or heavy tractors, or semi-tractor or trailer trucks shall be allowed to park in the Subdivision, whether on Streets or Lots.
- I. **LOT AND GROUND MAINTENANCE.** No Lot or easement or any part of the Property shall be used or maintained as a dumping ground. Rubbish, leaves, grass, trash, garbage and/or other wastes shall be kept in non-corrosive/non-breakable trash containers. All equipment for the storage and/or disposal of such rubbish, trash, garbage or other wastes shall be kept in a clean and sanitary condition. No garbage or trash containers are to be kept in view of the Street unless it is to be picked up within 24 hours.
- J. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other domestic pets may be kept and maintained, provided that they are registered with the City and/or county, if required. No dogs, cats or other domestic pets may be kept, bred or maintained for commercial purposes on any Lot. Household pets shall be maintained in a clean and sanitary condition and shall not be obnoxious or a nuisance to the surrounding Owners. Any Owners with pets are required to provide containment or backyard fencing in accordance with the ACC specified acceptable fence requirements. Pet Owners shall be liable for all damages caused by their pets.
- K. **OTHER STRUCTURES.** The inhabiting of any structure or vehicle such as a boat, trailer, basement, tent, shack, garage, camper, modular, mobile or manufactured home or other outbuilding shall not be permitted on any Residential Lot, whether temporarily or permanently.

- L. **CLOTHING LINES.** No outdoor clotheslines shall be permitted.

**SECTION V
COMMON SPACE AND AMENITIES**

- A. There shall be created, as shown on the face of the Plat of the Subdivision and identified as "Common Properties", such common tracts as the Declarant shall create for landscaping and signage for the Subdivision. The common Properties shall include:
- i) Any wall or fence that runs along Rainbow Road and Wallis Road;
 - ii) All green space including Lots 27 and 22 (Detention Ponds);
 - iii) Landscaped areas at all entrances; and
 - iv) All electrical and plumbing items that are associated with the entrances, such as lighting or irrigations systems.

Such tracts shall be for the benefit of all Lots and properties in the Subdivision and the landscaping and signage thereon shall be maintained by the Association as provided in this Declaration.

- B. The mentioned Common Properties located in the Subdivision shall be conveyed to and accepted by the Association. In addition, any property or amenity may be deeded/sold to the Association by the Declarant if deemed to be for the common good of the Subdivision by the Declarant.
- C. Maintenance of the Common Properties and landscaping and signage thereon shall be at the cost and expense of the Members of the Association (Lot Owners) within the Subdivision. All of such costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, shall be borne by the Lot Owners based on the ratio of the total number of Lots they own to the total number of Lots that have been created by the filing of the final Plat and any amendments thereto.
- D. The Board of Directors of the Association shall have the authority to promulgate such rules and regulations and amendments thereto regarding the use of the Common Properties as it from time to time deems appropriate.

**SECTION VI
REGULAR AND SPECIAL ASSESSMENTS FOR ASSOCIATION**

- A. By acceptance of the Deed or other instrument of conveyance for his or her Lot within the Subdivision, each Owner, except the Declarant and Pennington Development, Inc. Retirement Trust, is hereby and shall hereafter be deemed to covenant and agree to pay the Association any annual, monthly or other assessments and any special assessments for operating expenses incurred by the Association and for maintenance and care of the Common Properties and hereby consents to the imposition of any liens provided herein in connection therewith without further notice. Such assessments shall be fixed, established, and collected from time to time by the Board as provided in this Declaration and by the Association. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the Owner of such property from the date when the assessment is due and payable until paid in full. Such personal obligation shall not pass to successors in title to the affected Lot or property unless expressly assumed by such successors. In the event of the sale of any Lot, all amounts due or past due hereunder, including any late fees, interest or other costs and amounts provided herein, shall be collected and paid at the closing of the sale thereof. Unless changed by the Board, the annual, monthly or other assessment for any Lot in the Subdivision shall be that amount last approved by the Board on the question of such assessment. On vote of the Board of Directors of the Association in the manner set forth in the Articles of Incorporation and By-Laws of the Association, the assessments shall be set from time to time for the

purpose of defraying, in whole or in part, the cost of reconstruction, repair or replacement of the landscaping and signage on the Common Properties in the Subdivision, including fixtures and appurtenances related thereto. The Board of Directors of the Association must approve any special assessments or change in annual, monthly or other assessments.

- B. It shall be the duty of the Association to notify all Owners or contract purchasers of Lots within the Subdivision, whose addresses shall be supplied by the Owner or contract purchaser to the Association, by sending written notice to each of such Owners within fifteen (15) days after the date on which the assessment has been fixed or levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each Lot. Failure of the Association to notify an Owner of the levy of an assessment due to lack of address for the Owner of any particular Lot within the Subdivision or for any other reason, shall not discharge the obligation of any such Owner from paying such assessment, and it shall be the obligation of any such Owner to notify the Association of such Owner's current address.
- C. Any general or special assessment levied as set forth in this Declaration shall become a lien on the affected Lot or property as soon as such assessment is due and payable as set forth above. In the event any Owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Arkansas on the date when such assessment is due and shall continue to accrue at that rate, until it is paid in full. Forty-five (45) days after the date of any such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as in the case of a laborer's lien on the affected real estate, and notice of such lien may be filed with the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and venue shall be laid in the appropriate Court of competent jurisdiction in Benton County, Arkansas. It shall be the duty of the Board of Directors of the Association, as provided below, to bring actions to enforce such liens before they expire. For each notice of lien so filed, or for any lien so filed, the Association shall be entitled to collect from the Lot Owner or Owners of the Lot described in such notice of lien a fee of \$50.00, and shall be collectible in the same manner as the original assessment provided for in this Declaration. Any such lien shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time period legal proceedings shall be instituted to collect such assessments, in which event, the lien shall continue therewith, the non-paying Owner or Owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment provided above.
- D. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents of the Subdivision, and, in particular, for the improvement and maintenance of property, services and facilities devoted to the above stated purpose and related to the use and enjoyment of the Common Properties and of the Dwelling Units situated in the Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:
1. To enforce any and all building and land-use restrictions that exist as of the date of this Declaration or which may be lawfully imposed hereafter on or against any of the Property in the Subdivision.
 2. To maintain the Common Properties and improvements thereon as provided in this Declaration.
 3. To pay expenses to carry out the above, such as taxes, attorney's fees, manager's fees, expenses of liability, fire and other insurance, bookkeeping and accounting expenses, and any and

all other expenses that may from time to time be deemed necessary to carry out the intent of this Declaration by the Association.

4. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; to work for improved transportation, schools, libraries, and recreation facilities within the community in which the Subdivision is located, and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interest of the Subdivision and the Owners of the Lots in the Subdivision.

SECTION VII DURATION AND AMENDMENT

- A. **DURATION.** The Covenants of this Declaration shall run with and bind the Property subject to this Declaration, and shall be binding on and inure to the benefit of and be enforceable by the Association and/or the Owners of any Lot or any of the Property subject to this Declaration, their respective legal representatives, heirs, devisees, personal representatives, successors and assigns, for an original twenty-five (25) year term expiring on the twenty-fifth (25th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of five (5) years unless an instrument is signed by the Owners of at least seventy-five percent (75%) of all Lots within this Subdivision and recorded in the Records, which contains and sets forth an agreement to abolish these Covenants.
- B. **AMENDMENT OR MODIFICATION.** During the Development Period, the Covenants, restrictions and other terms contained herein may be altered, amended or modified by a written declaration, signed and acknowledged by the Owners of 100% of the Lots and 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. Following the expiration of the Development Period, the Covenants, restrictions and other terms contained herein may be altered, amended or modified by a written declaration, signed and acknowledged by the Owners of no less than 75% of the Lots and 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. Notwithstanding any provisions hereof to the contrary, during the Development Period, the Declarant, Pennington Developments, Inc., may at its sole discretion and without notice or consent being required of anyone: (i) modify, amend, or repeal any one or more of these Covenants or the provisions of this Declaration 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/or (ii) amend these Covenants or the provisions of this Declaration to cause these covenants and restrictions to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration).

SECTION VIII MISCELLANEOUS

- A. The consent to any act or the waiver of breach of any provision of this Declaration, shall not operate or be construed as a consent or waiver of act or breach by any party, or as a waiver or modification of the provisions of this Declaration.
- B. In the event any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect the remaining provisions of this Declaration and this Declaration shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**SECTION IX
GOVERNING LAW,
CHOICE OF FORUM, VENUE, AND CONSENT TO JURISDICTION**

- A. This Declaration and the Covenants, terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Arkansas in the same manner as any other similar instruments or agreements that are made and to be performed wholly within such jurisdiction, without regard to the conflicts of laws provisions thereof.
- B. Any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Benton County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or in equity. Each of the parties mentioned herein, including the Declarant, Board, Committees, Owners, and Members, expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties mentioned herein expressly agrees, consents and stipulates to the exercise of personal jurisdiction over them or it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for Biltmore Subdivision, City of Rogers, Benton County, Arkansas has been executed by the undersigned owners of the noted Lots on the dates set forth below.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
AND THE SIGNATURES HERETO ARE ON THE FOLLOWING PAGES]**

Book 2007 Page 20842
Recorded in the Above
DEED Book & Page
05/23/2007

The undersigned, being the Declarant and the owner of the following described property situated in Benton County, Arkansas:

Lots 1-6, 8-22, 24-34, 36-39, 41, 42, 53-63, 65-74, 78, 84-89, 91-101, 107-112, Biltmore Subdivision to the City of Rogers, Arkansas, as shown on plat of record in Plat Book 2006 at Page 180 & 181, plat records of Benton County, Arkansas.

do hereby approve, adopt, affirm and ratify the Declaration of Covenants, Conditions and Restrictions for Biltmore Subdivision as set forth in the foregoing document to which this signature page is attached.

PENNINGTON DEVELOPMENTS, INC.
an Arkansas corporation

By: Michael T. Pennington
Michael T. Pennington, President

CORPORATE ACKNOWLEDGMENT

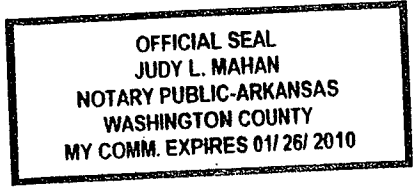
STATE OF ARKANSAS)
COUNTY OF Washington)

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 23 day of May, 2007.

My Commission Expires:
01-26-2010

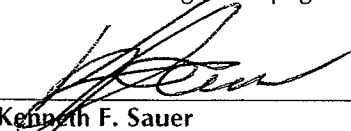
Judy L. Mahan
Notary Public

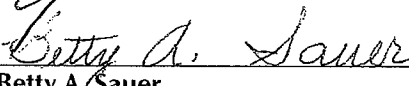


The undersigned, being the owner of the following described property situated in Benton County, Arkansas:

Lot 40, Biltmore Subdivision, to the City of Rogers, Arkansas, as shown on plat of record in plat book 2006, at page 180 & 181, plat records of Benton County, Arkansas.

do hereby approve, adopt, affirm and ratify the Declaration of Covenants, Conditions and Restrictions for Biltmore Subdivision as set forth in the foregoing document to which this signature page is attached.



Kenneth F. Sauer


Betty A. Sauer

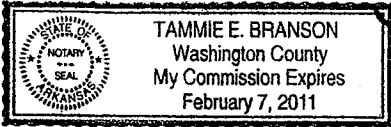
ACKNOWLEDGMENT

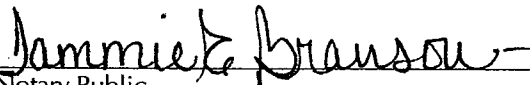
STATE OF ARKANSAS)
) ss.
COUNTY OF Washington-)

BE IT REMEMBERED that on this 23rd day of April, 2007, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, **Kenneth F. Sauer and Betty A. Sauer**, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
Feb 7, 2011





Notary Public

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EXHIBIT "A"

to Declaration of Covenants, Conditions and
Restrictions for Biltmore Subdivision
City of Rogers, Benton County, Arkansas

The East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 31, Township 19 North, Range 30 West, subject to roadways and easements of record, if any, being more particularly described as follows: Commencing at an existing nail at the Southeast corner of said Section 31; thence N 02°30'33" E along the East line of said Section 31 a distance of 1321.04 feet for the Point of Beginning, said point being the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 31; thence N 86°53'31" W along the South line of said Northeast Quarter of the Southeast Quarter a distance of 659.89 feet; thence N 02°30'47" E a distance of 2637.05 feet to a point on the North line of the Southeast Quarter of the Northeast Quarter of said Section 3; thence S 87°19'44" E along the North line of the Southeast Quarter of the Northeast Quarter a distance of 659.68 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter; thence S 02°30'33" W along the East line of the Southeast Quarter of the Northeast Quarter a distance of 2642.08 feet to the Point of Beginning, said tract of land contains 39.98 acres (1,741,528 sq. ft.) more or less, being subject to any and all easements and rights of way of record.

(Also known as Biltmore Subdivision to the City of Rogers, Arkansas, as described on the Final Plat of said Subdivision filed for record in Plat Book 2006 and Page 180 & 181 in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.)

LESS AND EXCEPT: Lots 23, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of Biltmore Subdivision to the City of Rogers, Arkansas, as shown on plat of record in Plat Book 2006 at Page 180 & 181, plat records of Benton County, Arkansas.

Benton County, AR
I certify this instrument was filed on
05/23/2007 9:41:33AM
and recorded in DEED Book
2007 at pages 0020826 - 0020847
Brenda DeShields-Circuit Clerk