

2005 54014
Recorded in the Above
Deed Book & Page
10-06-2005 10:21:27 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

**DECLARATION OF COVENANTS OF ASSURANCE
AND RESTRICTIONS OF THE POST MEADOWS SUBDIVISION
TO THE CITY OF ROGERS, ARKANSAS**

KNOW ALL MEN BY THE PRESENTS:

WITNESS:

WHEREAS, the undersigned (herein referred to as Developer) is now the owner of all of property referenced hereinbelow, which property has been subdivided into the lots of the Post Meadows Subdivision and is reflected upon a plat of said subdivision which plat has been recorded and filed in the Plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and bears document number 2005 736 and which plat is made a part of this Declaration, by reference, and this Declaration is likewise made a part by reference of said plat;

NOW, THEREFORE, the Developer declares that the real property described herein, and the soon-to-be-created lots on such property and in said Post Meadows Subdivision are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth or as hereinafter changed or amended.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

1.1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located and situated in Benton County, Arkansas, and which subdivision is located on the following lands, to-wit:

PART OF THE SE¼¼ OF THE NE¼¼ OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 30 WEST, CITY OF ROGERS, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SE¼¼ OF THE NE¼¼; THENCE S 86°29'29"E 1312.80 FEET ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF SAID SE¼¼ OF THE NE¼¼; THENCE S 02°29'01"W 1167.27 FEET ALONG THE EAST LINE THEREOF; THENCE LEAVING SAID EAST LINE N 86°25'19"W 1314.77 FEET TO THE WEST LINE OF SAID SE¼¼ OF THE NE¼¼; THENCE ALONG SAID WEST LINE N 02°34'45"E 1165.64 FEET TO THE POINT OF BEGINNING, CONTAINING 35.18 MORE OR LESS

Lenders Title 245388

ARTICLE II

Book/Pg: 2005/54014
Term/Cashier: CIRCLK07 / KJackson
Tran: 3454.104320.287344
Recorded: 10-06-2005 10:21:51
DFE Deed
REC Recording Fee
Total Fees: \$ 23.00

23.00
0.00

DEFINITIONS

2.1. The following terms as used in this Declaration of Covenants of Assurance and Restrictions are defined as follows:

- a. "Declaration" means this Declaration of Covenants of Assurance and Restrictions for the Post Meadows Subdivision to the City of Rogers, Arkansas.
- b. "Property" means the Post Meadows Subdivision to the City of Rogers, Arkansas, as the same may be shown on the plat referenced hereinabove and recorded in Benton County, Arkansas.
- c. "Lot" means any numbered Lot designated on the Plat of the property, except as may be herein excepted.
- d. "Plat" means the map of the plat of the Post Meadows Subdivision to the City of Rogers, Arkansas, as it is recorded.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this Declaration, except that such term shall not mean Developer regardless of whether Developer has a fee simple interest in any lot.
- f. "Developer" shall mean and refer to Carpenter Construction, Inc., D.K.M.P, LLC and Riggins Construction, Inc., or any combination thereof as the context suggests.
- g. "Subdivision" shall mean the Post Meadows Subdivision to the City of Rogers, Arkansas, as per plat on file in the office of the Circuit Clerk, and Ex-Officio Recorder of Benton County, Arkansas.

ARTICLE III

RESTRICTIONS ON RESIDENTIAL LOTS

3.1. Fences: Only fences constructed of wood may be installed. There shall be no other fences allowed. In no event shall any fence be built which would detract from the appearance or obstruct visibility of the entry signs to the Property. All privacy fences shall be constructed so that the framing shall be toward the inside of the owner's Lot and shall be constructed at a height of six (6) feet to maintain uniformity. Any fence, once constructed, must be maintain by the property owner who had it constructed or their successor-in-interest.

3.2. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any Lot or Parcel.

3.3. Signs: No person shall erect or maintain upon any Lot, or improvement thereto, any sign or advertisement, except a real estate sign when the property is listed for sale or for rent, provided, however, that this restriction shall not apply to Developer or Builders during development and construction of the Subdivision.

3.4. Animals: No animals shall be kept or maintained on any Lot except the usual household pets which shall be kept reasonably confined so as not to become a nuisance and all Owners shall comply with applicable laws, ordinances and regulations concerning animals.

3.5. Garbage and Refuse Disposal: No Owner shall accumulate on his or her Lot litter, refuse or garbage, except in approved receptacles. All Owners shall be required to have a mandatory trash pick up as provided or required by the City of Rogers, Arkansas.

3.6. Limited Access: There shall be no access to any Lot on the perimeter except from designated streets or roads within the Subdivision.

3.7. Drilling and Mining: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

3.8. Communication Towers and Satellite Dishes: No communications mast, tower, or structure may be installed on any Lot, except that satellite dishes may be installed only on the rear roof of a dwelling and shall not exceed the height of the lowest roof ridge line of such dwelling.

3.9. Parking on the Streets: No vehicles may be parked overnight in the streets of the Subdivision. Owners shall provide sufficient off-street parking to accommodate the vehicles used by their families and guests. Furthermore, no semi-trailer trucks or commercial vehicles shall be allowed to park in the Subdivision, either on the streets or on the Lots, provided, however, that this restriction shall not apply to Developer during construction and development of the Subdivision.

3.10. Structures other than Dwellings: No trailer, mobile home, tent, shack, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots. However, it is permissible to have a storage building in the rear yard of a Dwelling provided that the square footage of such storage building does not exceed 250 square feet; is constructed of a material that complements the Dwelling which it accompanies; and is constructed within a privacy fence. The restrictions contained in this section shall not apply to the Developer during construction and development of the Subdivision.

3.11. Recreational Vehicles and Boats: Recreational and camping vehicles, trailers

and boats may not be stored and parked on the Lots.

3.12. Minimum Square Footage: All Dwellings in the Subdivision shall have a minimum of fifteen hundred (1,500) square feet of heated area. The minimum square footage requirements is exclusive of garages, porches, patios and decks.

3.13. Restriction of Type of Dwelling: There shall be no Dwellings erected on any Lot other than a detached single family dwelling having at least a two-car enclosed garage. The garage may be detached but the exterior materials must be the same as is used on the dwelling.

3.14. Exterior of Dwellings: The exterior of all Dwellings erected on the Lots shall be of a masonry veneer construction to the extent that the exterior of each such Dwelling is at least ninety percent (90%) masonry veneer, excluding windows and doors. Except as to fascia and soffets, there shall be no man-made siding, such as masonite, metal, vinyl, etc. However, such siding restrictions shall not apply to gables. All roof pitches shall be a minimum of 8/12 pitch. Any composition roof on any dwelling in the subdivision shall be a thirty (30) year architectural shingle roof.

3.15. Lot maintenance and sod: All Lots shall be maintained, mowed and kept free of noxious weeds whether they be improved or unimproved. Further, upon construction of a dwelling, the Owner shall sod the lawn area of the Lot from the front of such dwelling to the curb line and the remaining areas of the lot shall be either be sodded, sown with grass seed and mulch, or hydorseeded; provided, however, that this section shall not apply to Developer during construction and development of the Subdivision.

3.16. Platted easements: All Lots are subject to easements that are shown on the Plat, including, but not limited to, easements for fences and entry signs.

3.17. Covenants to Run with the Land: All covenants and restrictions set forth in this Declaration are to run with the land and shall be binding on all parties, their successors, heirs and assigns, for a period of thirty (30) years from the date this Declaration is recorded; provided, however, that after the date this Declaration is recorded, the covenants and restrictions may be amended at any time by the record owners of at least fifty-one (51) percent of the total Lots in the Subdivision. Such amendments shall be made and executed by said record owners so as to be recorded with the registrar of deeds of Benton County, Arkansas.

Provided, further, that after the expiration of the thirty (30) year period set forth above and any time within six (6) months from said expiration, a majority of the Lots, through their record owners, may express their intention, in writing, so drafted and executed as to be recorded with the registrar of deeds in Benton County, Arkansas, that they no longer care for the covenants, and the same shall then be terminated. In the event that no action is taken within the prescribed time, this Declaration shall continue for additional periods of ten years, and for any such ten year period, said covenants may be terminated in accordance with the terms for the original termination. It is further provided that this Declaration may be amended after the

expiration of the time periods as set forth in this paragraph, either by adding to or taking from said Declaration in their present form, providing that said amendment or amendments shall be incorporated in a written instrument executed by no less than a majority of the Lots, through their record owners, and which instrument shall be capable of being recorded as above referred to under the same terms and conditions thereof.

ARTICLE IV

MISCELLANEOUS

4.1. Violations: If the parties hereto, or their heirs, successors or assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any Lot or Lots in the Subdivision to prosecute any violation or attempted violation of any such covenant or restriction, either to prevent the person from doing so or to recover damages or other penalties and costs, including reasonable attorney's fees for such violation.

4.2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the County Assessor at the time of such mailing.

4.3. Additional Phases: The Developer reserves, unto itself, the right, without joinder or consent of any Owner, Builder or Mortgagee, to file additional plats in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas to add additional phases which shall be subject to this Declaration.

4.4. Severance: Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any other provisions herein contained.

4.5. Waiver: Failure of any of the parties, their heirs, successors or assigns, to exercise any of the options contained herein upon breach by the other party, its heirs, successors or assigns, subject to this Declaration, shall not constitute a waiver of that party's right to exercise such option upon future breach.

2005 54019
Recorded in the Above
Deed Book & Page
10-06-2005 10:21:27 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 30 day of Sept., 2005.

DEVELOPER:

Carpenter Construction, Inc.

By: [Signature]
Tad L. Carpenter, President

D.K.M.P., LLC

By: [Signature]
Michael Necessary, President

Riggins Construction, Inc.

By: [Signature]
Kevin Riggins, President

Benton County, AR
I certify this instrument was filed on
10-06-2005 10:21:27 AM
and recorded in Deed Book
2005 at pages 54014 - 54019
Brenda DeShields-Circuit Clerk

Riggins Properties Inc.
[Signature] Pres

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, appeared in person the within named Tad L. Carpenter, Michael Necessary and Kevin Riggins to me personally known, who stated that they were officers of the above mentioned entities, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 30th day of September 2005.

My Commission Expires:
02-15-09

[Signature]
Notary Public

