

BILL OF ASSURANCES AND PROTECTIVE COVENANTS FOR

WILDFLOWER SUBDIVISION PH I

A PLATTED SUBDIVISION IN ROGERS, BENTON COUNTY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Wildflower Residential, LLC, the owner of the following described real property situated in Rogers, Benton County, Arkansas, to wit:

PROPERTY DESCRIPTION A part of the Northeast Quarter of the Northwest Quarter of Section 25, Township 19 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas and being described as follows: Commencing at an iron pin found in the roadway of Price Lane for the NW Corner of the NE1/4 of the NW1/4 of Section 25, T-19-N, R-30-W, having Arkansas State Plane Coordinates (North Zone) of North 721658.629 and East 684316.233, said iron pin also being the TRUE POINT OF BEGINNING; thence along the roadway of Price Lane, South 86 degrees, 52 minutes, 08 seconds East 300.00 feet; thence leaving the roadway of Price Lane and being the West Boundary Line of the exception to Warranty Deed 2000 78662 and the East Boundary Line to Warranty Deed 20010094595, South 02 degrees, 26 minutes, 28 seconds West 592.86 feet; thence along the South Boundary Line to Warranty Deed 20010094595, North 86 degrees, 42 minutes, 16 seconds West 300.01 feet to a found iron pin; thence along the West Boundary Line of Warranty Deed 20010094595, North 02 degrees, 26 minutes, 28 seconds East 592.00 feet to the TRUE POINT OF BEGINNING, containing 4.08 acres and being subject to the Right-of-Way Line of Price Lane along the North side thereof and to all others easements and right-of-ways of record that a complete title search may reveal.

This real property also known as Wildflower Subdivision Ph I to the City of Rogers, Benton County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas.

1. Said lots in said subdivision shall be used exclusively for residential purposes.
2. No dwelling shall be permitted on any said lot or lots in said subdivision other than a detached, multi-family dwelling with at least a 1 car attached, enclosed garage per unit (2 car attached per building).
3. There shall be a minimum square footage requirement on all dwellings constructed in said subdivision. The living area of said dwellings shall be a minimum of 950 square feet of heated area on all one story dwellings per unit (1900 square feet per building). On all multistory dwellings, there shall be a minimum of 750 square feet on the first floor per unit (1500 square feet per building). These minimum square footage requirements are exclusive of garages, porches, patios, and decks.
4. The exterior of all dwellings erected on any said lot shall be of a masonry veneer construction to the extent that the said exterior wall area, excluding windows and doors, will be no less than 25% masonry veneer; provided however that concrete blocks shall not be used as exterior finish for the walls of any dwelling, except for the foundation portion of said dwelling. All other exterior products to be made of maintenance free material. There shall be no masonite, T111 or other similar products used as siding.
5. Each dwelling erected on any said lot shall have a minimum roof pitch of 6/12. All roofs to be composition roofs with at least a 25 year Architectural Design Shingle.
6. No fence shall be constructed on any said lot in the area between the front building line of any dwelling and the front lot line of any said lot. No fence on a corner lot shall be constructed more than fifteen feet beyond the side setback line toward the street. Any privacy fence shall be constructed so that

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Term/Cashier: CIRCLK07 / SOUNDAN
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Recorded: 11-30-2004 13:16:39
DPE Deed 17.00
REC Recording Fee 0.00
Total Fees: \$ 17.00

the framing shall be toward the inside of the owner's lot. There shall be no chain link fences.

7. No inoperative vehicles of any nature shall be permitted to remain on any said lot or lots for a period in excess of any part of three consecutive days. No vehicle, whether operative or inoperative, shall be parked on the street in front of any said lot or lots in excess of any part of three consecutive days. As used in this paragraph, day is defined as any part of one 24-hour period. Automobiles, trucks, or obsolete vehicles or machines no longer in service shall not be repaired, overhauled, or otherwise worked on in the streets, driveways, or yards. No vehicle maintenance shall be performed on the streets or in the front yards or on parking pads of any lot. No scrap material, rubbish or debris shall be permitted to accumulate upon the premises. No commercial vehicle, semi trailer trucks, delivery vans, or commercial utility vehicles can be parked on the street at any time.

8. Recreational and camping vehicles and boats may be stored and parked on the lots, however, these vehicles must be located behind the front building set back line. On a corner lot, said vehicles and boats must be behind the front and/or side building set back lines on the street side of the lot.

9. No animals or livestock of any kind shall be raised, kept, or bred on any lots in said subdivision except that dogs, cats or other household pets may be kept; provided they are not kept, bred or maintained for any commercial purposes and provided that the same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lot in said subdivision.

10. No playground equipment, swing sets, trampolines, swimming pools, picnic tables or similar equipment is allowed in the front yards of any said lots. Trash receptacles are to remain behind the front building line of any house except for the twelve hours before and after the scheduled trash pick up. All homeowners in the subdivision shall be required to have mandatory trash pick up as provided by the City of Rogers, Arkansas or private enterprises providing such services.

11. All private drives on said lot or lots connecting said lot or lots with the public street shall be of paved, hard surface construction and shall have parking space of at least 16 feet in width to accommodate at least 2 vehicles.

12. No structure of a temporary character, trailer, mobile home, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

13. No signs of any kind shall be displayed to the public view on any said lot except for one professional sign of not more than nine square feet advertising the property for sale or rent, or signs and flags used by the builders to advertise the properties in said subdivision during the construction and sales period. All signs must comply with applicable city ordinances.

14. No noxious or offensive activities or nuisances shall be permitted on any lot.

15. Any satellite dishes in excess of 18 inches in diameter shall be prohibited in the subdivision. Dishes of 18 inches or less shall be placed behind the dwelling in the rear yard inside and within the building setback lines for the side and rear yard.

16. No outbuilding shall be constructed or placed on any said lot or lots in said subdivision unless it is constructed in such a way as to not detract from the general appearance of the neighborhood and shall be painted to duplicate the exterior trim of the main structure and shall have the same type and color of roof as the main structure. No sheet metal, iron, or tin shall be used for siding or roof or any part thereof. Any such building must be placed behind the rear building line of the house and inside the side building set back lines of the rear yard. Any outbuildings so erected or placed on said lot shall be maintained in good repair and in a neat and attractive condition and not exceed one story in height.

17. These covenants and restrictions are to run with the land and shall be binding on all parties,

their heirs and assigns, for a period of 25 years from the date hereof; provided, however, that the covenants and restrictions may be amended at any time by at least seventy-five percent of the total property owners in said subdivision. Such amendments shall be made in writing, drafted so as to be recorded with the Registrar of Deeds. Provided further that at any time within six months from the expiration period, the majority of record owners of said lots in said subdivision may express their intention in writing, drafted so as to be recorded with the Registrar of Deeds, that they no longer care for these covenants, and the same shall then be terminated when such writing is recorded. In the event that no such action is taken, these covenants shall continue for periods of ten years, and after any such ten year period such covenants may be terminated in accordance with the terms for the original termination.

18. It is further provided that these Protective Covenants may be amended after the expiration time periods as set forth in the foregoing paragraph, either by adding to or taking from said amendment or amendments and shall be incorporated in a written instrument executed by the record owners of not less than two thirds of the said lots in said subdivision, and which instrument shall be capable of being recorded and shall be recorded in the same manner as provided in the foregoing paragraph.

19. If the parties herein or any of them or their heirs 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 said lot or lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other remedies for such violation.

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 2004.

WILDFLOWER RESIDENTIAL, LLC

BY



ACKNOWLEDGMENT

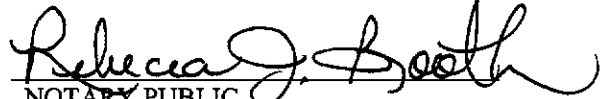
STATE OF ARKANSAS }

} ss

COUNTY OF BENTON }

On this 30th day of November, 2004 before undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Tim Graham to me personally known, who stated that they were the President and Secretary of One Springdale, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day written above.


NOTARY PUBLIC

My Commission Expires:

1/28/2013

Notary Public
Benton County, Arkansas
Rebecca J. Booth
My Commission Expires Jan. 28th, 2013

2004 55523
Recorded in the Above
Deed Book & Page
11-30-2004 01:16:21 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

Benton County, AR
I certify this instrument was filed on
11-30-2004 01:16:21 PM
and recorded in Deed Book
2004 at pages 55520 - 55523
Brenda DeShields-Circuit Clerk