

2006-464

#### SURVEY DESCRIPTION

A Part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 33, Township 19 North, Range 30 West, Rogers, Benton County, Arkansas. Being More Particularly Described as Follows:

Commencing at the Northwest Corner of said SW1/4 of the NE1/4, Thence S 01°15'57" W, 660.28 Feet to the Post; Thence S 01°15'18" W, 330.00 Feet; Thence N 88°32'34" W, 660.04 Feet to the West Line of Said SW1/4 of the NE1/4; Thence N 01°15'57" E, 330.00 Feet Along Said West Line to the Point of Beginning, Containing 5.00 Acres, More or Less.

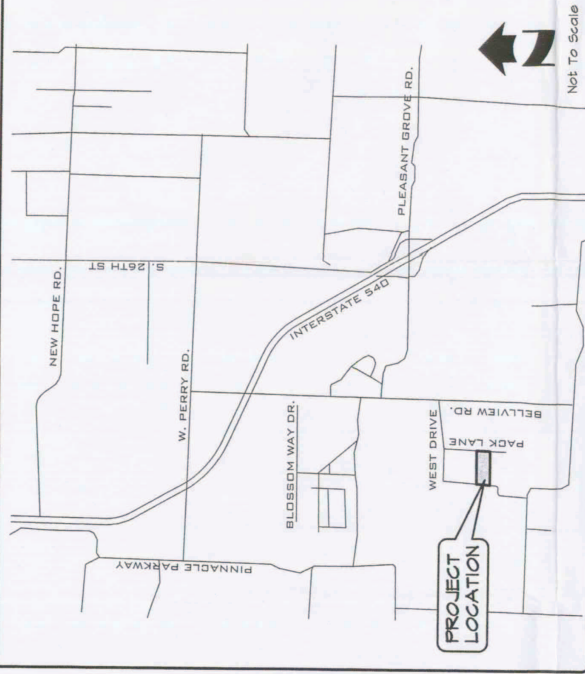
#### RIGHT-OF-WAY DEDICATION AND EASEMENT DEDICATION STATEMENT

The right-of-way as shown on this plat is hereby dedicated to the public for public use. The easements as shown on this plat are hereby provided by the property owner for public utilities, franchised utilities, cable TV, drainage, access and other purposes. Any designated "Utility easement" shall include public utilities, franchised utilities and cable TV. The respective utility companies and cable TV shall have access through and along their designated easements for their personnel and equipment at all times. The authority to cut down and keep trimmed trees, hedges and shrubs that may interfere with or endanger such utilities and cable TV is hereby granted by the property owner. In the event that fencing of individual lots is desired, gates that provide free ingress and egress to, and within the dedicated easement shall be provided. The detention basin on Lot 9 is hereby dedicated to the public; however, regular maintenance of the detention pond shall be the responsibility of the Property Owners' Association for Cross Timbers - South.

#### NOTES:

- ◊ All Distances Along Curves Are Chord Lengths.
- ◊ 1/2" Rebar w/cap #1369 set at all Property Corners (unless noted otherwise).
- ◊ All Lot Line Return Radii 30' Unless Noted Otherwise.
- ◊ Basis of Bearings: Assumed S 88°27'13" E along the North Line of the SW1/4 NE1/4, Section 33, Township 19 North, Range 30 West, Benton County, Arkansas.
- ◊ FLOOD INFORMATION: Property does not lie in The 100 Year Flood Zone. Panel Number 05007C0165F, Dated December 20, 2000.
- ◊ All Lots in This Subdivision Shall Utilize Meadow Oaks Drive For Access.

#### VICINITY MAP



OWNER & DEVELOPER  
Rick Mooney Builder, Inc.  
217 Lakewood Road  
Vail, Arkansas 72686

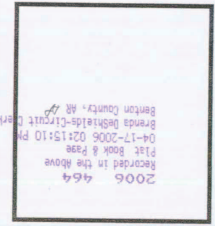
ENGINEER & SURVEYOR  
MORRISON-SHIPLEY  
ENGINEERS, INC.  
5704 Elger Lane, Suite 200  
Fort Smith, Arkansas 72903  
(479) 452-1933

# CROSS TIMBERS - SOUTH

## (Lots 1 through 16)

A PART OF THE SOUTHWEST (SW 1/4) OF THE NORTHEAST (NE 1/4)  
OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 30 WEST  
ROGERS, BENTON COUNTY, ARKANSAS

2006-464



#### RECORDING STAMP

PLAT CERTIFIED CORRECT:

Douglas R. Whittick  
DOUGLAS R. WHITLOCK  
AR P.L.S. #1369

STATE OF ARKANSAS

COUNTY OF BENTON, SWORN AND SUBSCRIBED BEFORE ME

THIS 14 DAY OF April, 2006.

Notary Public Douglas R. Whittick

My Commission Expires: July 7, 2013

ALLOTTERS:

Rick Mooney Builder, Inc.

ROGERS PLANNING COMMISSION APPROVAL:

Date: 4-4-06

Chairman: Douglas R. Whittick

Secretary:

ROGERS CITY COUNCIL APPROVAL:

Date: April 12, 2006

Mayor: Douglas R. Whittick

City Recorder: Douglas R. Whittick

FILED FOR RECORD: THIS 14 DAY OF April, 2006 AT

0 O'CLOCK M. CIRCUIT CLERK AND EX-OFFICIO RECORDER

BY: \_\_\_\_\_

FINAL PLAT

CROSS TIMBERS - SOUTH

REVISION	REV. NO.
	2006-464
MORRISON-SHIPLEY ENGINEERS, INC.	
DATE: 01.20.06	

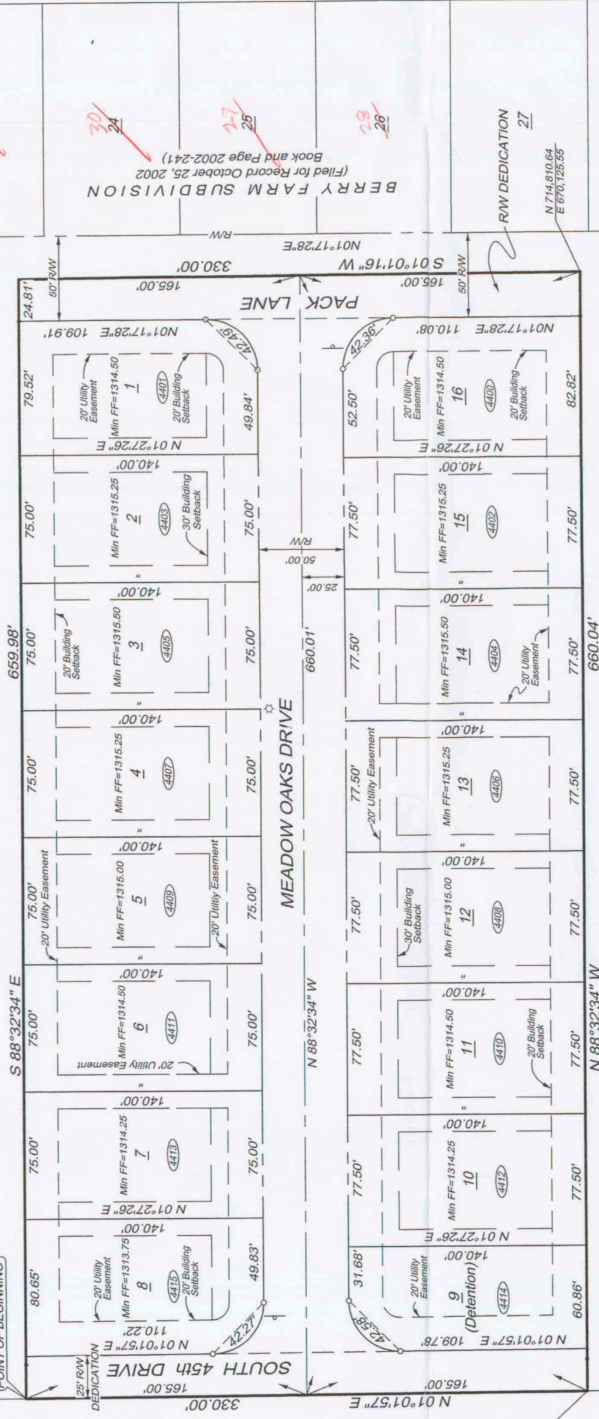
SHEET 1 of 2

2006-465

NW CORNER  
SW 1/4, NE 1/4  
Sec. 33, T-19-N, R-30-W

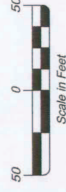
S01°01'57"W 660.28'

POINT OF BEGINNING



RECORDING STAMP

LEGEND	
—	Boundary Line
- - -	Right-of-Way Line
—	Centerline
- - -	Easement Line
—	Building Setback Line
—	Street Address
☆	Street Light
+	Stop Sign



Setbacks - R-SF Zoning  
Front Yard Setbacks = 30'  
Back Yard Setbacks = 20'  
Side Yard Setbacks = 10' (Interior)  
Side Yard Setbacks = 20' (Exterior)

# CROSS TIMBERS - SOUTH

(Lots 1 through 16)

A PART OF THE SOUTHWEST (SW 1/4) OF THE NORTHEAST (NE 1/4)  
OF SECTION 33, TOWNSHIP 19 NORTH, RANGE 30 WEST  
ROGERS, BENTON COUNTY, ARKANSAS

2006-465

2006-465

SHEET 2 of 2



5-08

U-250

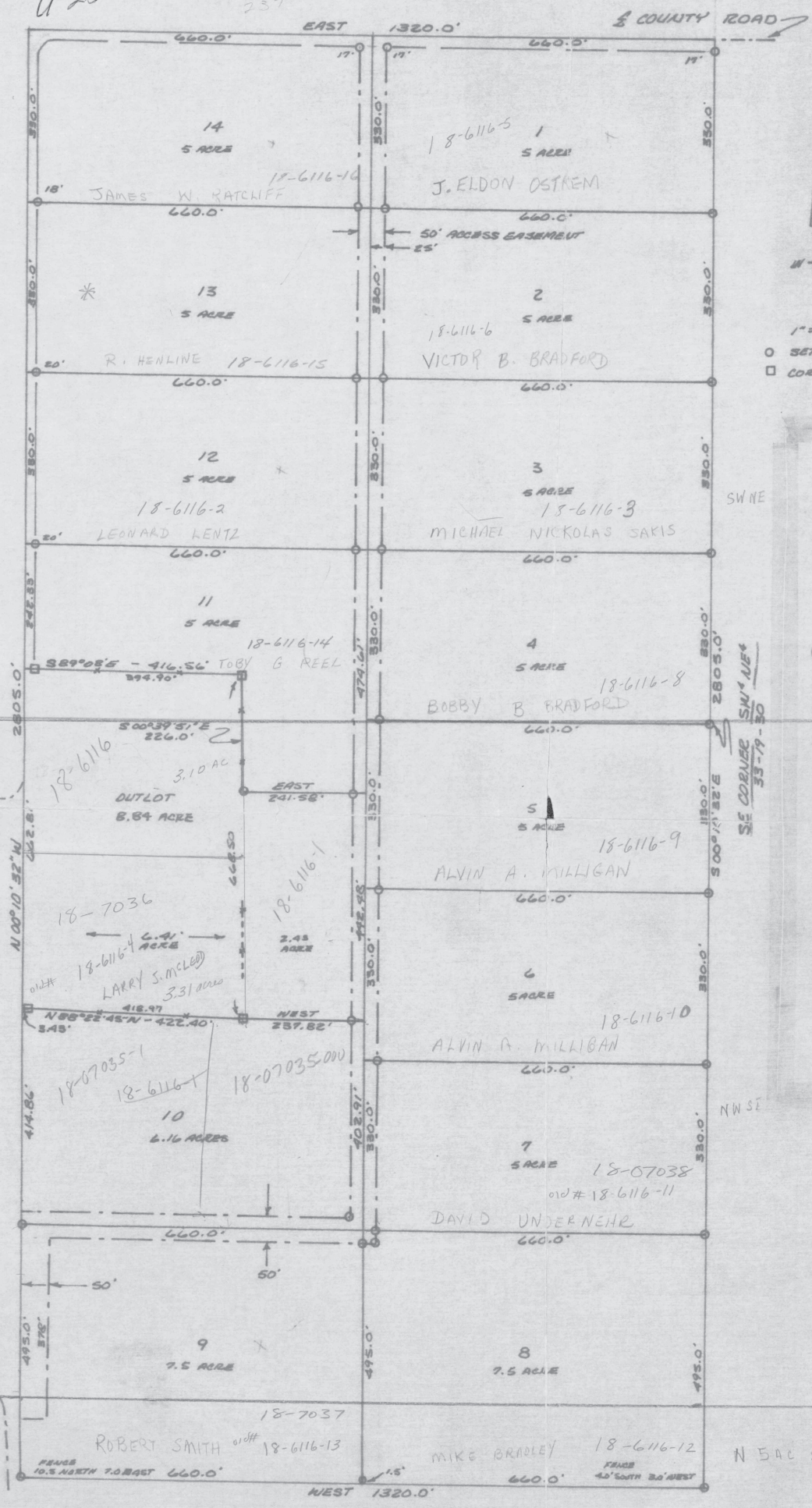
Map 237

33-19-30

5 E COUNTY ROAD

33-19-30

5 E COUNTY ROAD



TRACT LAYOUT FOR  
JOE NEIL  
ROBERTS ARKANSAS



1" = 200'

- SET IRON PIN
- CORNER POST

DESCRIPTION:

The SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 and the North 5.0 acres of the SW 1/4 of the SE 1/4 of Section 33, Township 19 North, Range 30 West.

CERTIFICATION:

This is to certify that the above described property has been surveyed and that this plat conforms to that survey.

FILED FOR RECORD

At 3:45 O'clock P.M.

APR 18 1978

JOSEPHINE R. HEYLAND

Clerk and Recorder  
BENTON COUNTY, ARK.

THOMAS E. PAGE

ARKANSAS REGISTERED  
LAND SURVEYOR

NO. 572

*Thomas E. Page*  
SIGNATURE

PREPARED BY  
**SHIELDS & PACE, Inc.**  
BENTONVILLE, ARKANSAS



33-19-30

Survey For  
Scott Brandon,  
BAS Development

2004 539

Recorded in the Above

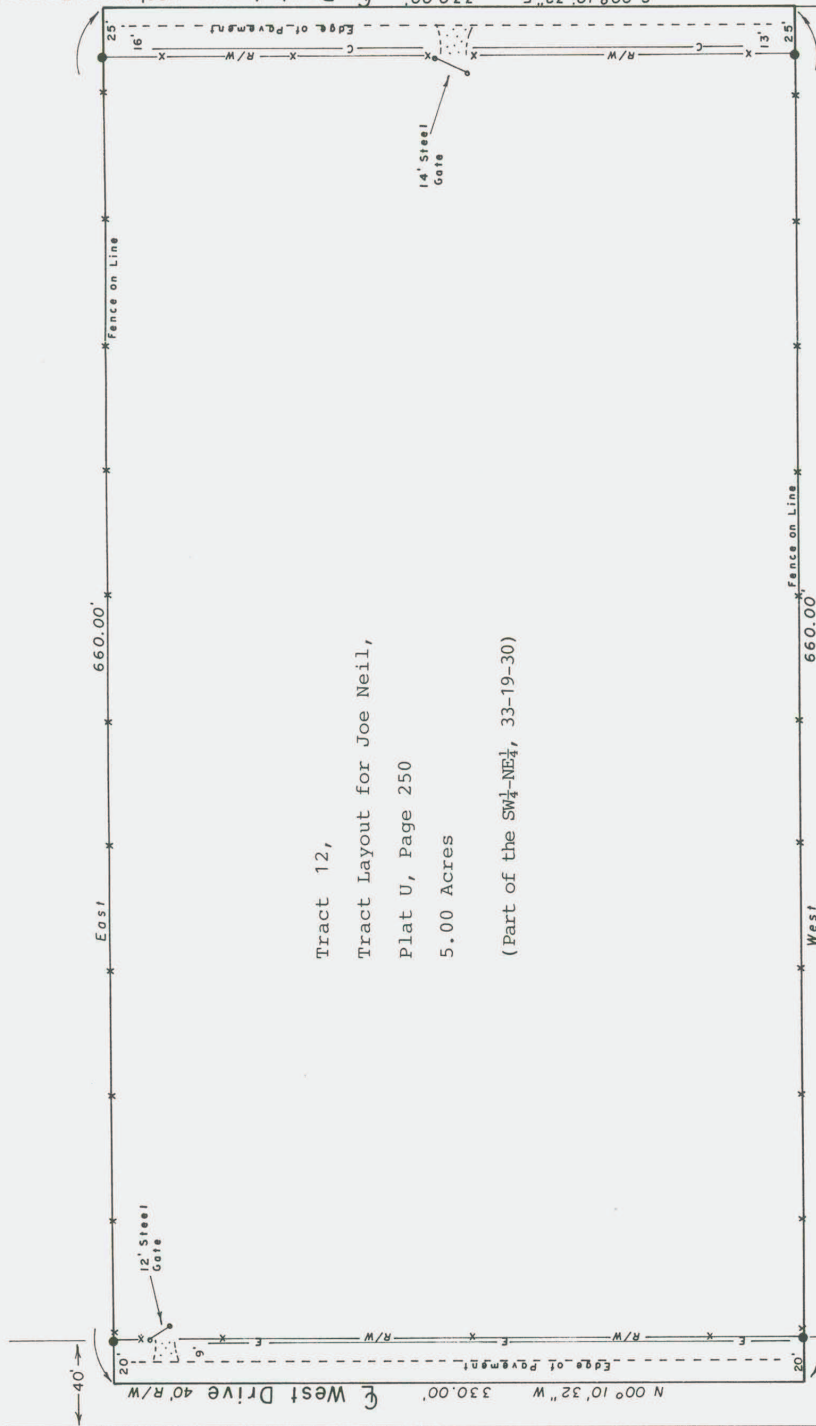
Plat Book & Page

06-01-2004 08:39:14 AM

Brenda Deshields-Circuit Clerk

Benton County, AR

Edge of Pavement  
330.00' 50' Access Easement



Tract 12,

Tract Layout for Joe Neil,

Plat U, Page 250

5.00 Acres

(Part of the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ , 33-19-30)

Notes:

1. Basis of Bearings: Plat U-250
2. This property does not lie in a Type "A" flood zone as shown on FEMA Community - Panel No. 050013 0165 F for Rogers, Arkansas, Map Revised on December 20, 2000.

Surveyor's Certification:

I hereby certify that the hereon platted and described survey was completed under my supervision on May 3, 2004.

*George Undernehr*

George Undernehr, P.L.S. #1000  
Box 884 Bentonville, AR 72712  
phone (479) 273-5512

LEGAL DESCRIPTION:

Tract 12, as shown on the Tract Layout for Joe Neil as recorded in Plat Record "U" at Page 250, being a part of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33, Township 19 North, Range 30 West in Benton County, Arkansas, and being more particularly described as follows: Commencing at the SE Corner of the said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; thence West 660.00 feet; thence N.00°10'32"W. 330.00 feet to the Point of Beginning; thence East 660.00 feet; thence S.00°10'32"E. 330.00 feet to the Point of Beginning containing 5.00 acres, more or less. Subject to West Drive centered along the West line and subject to Pack Lane centered along the East line.

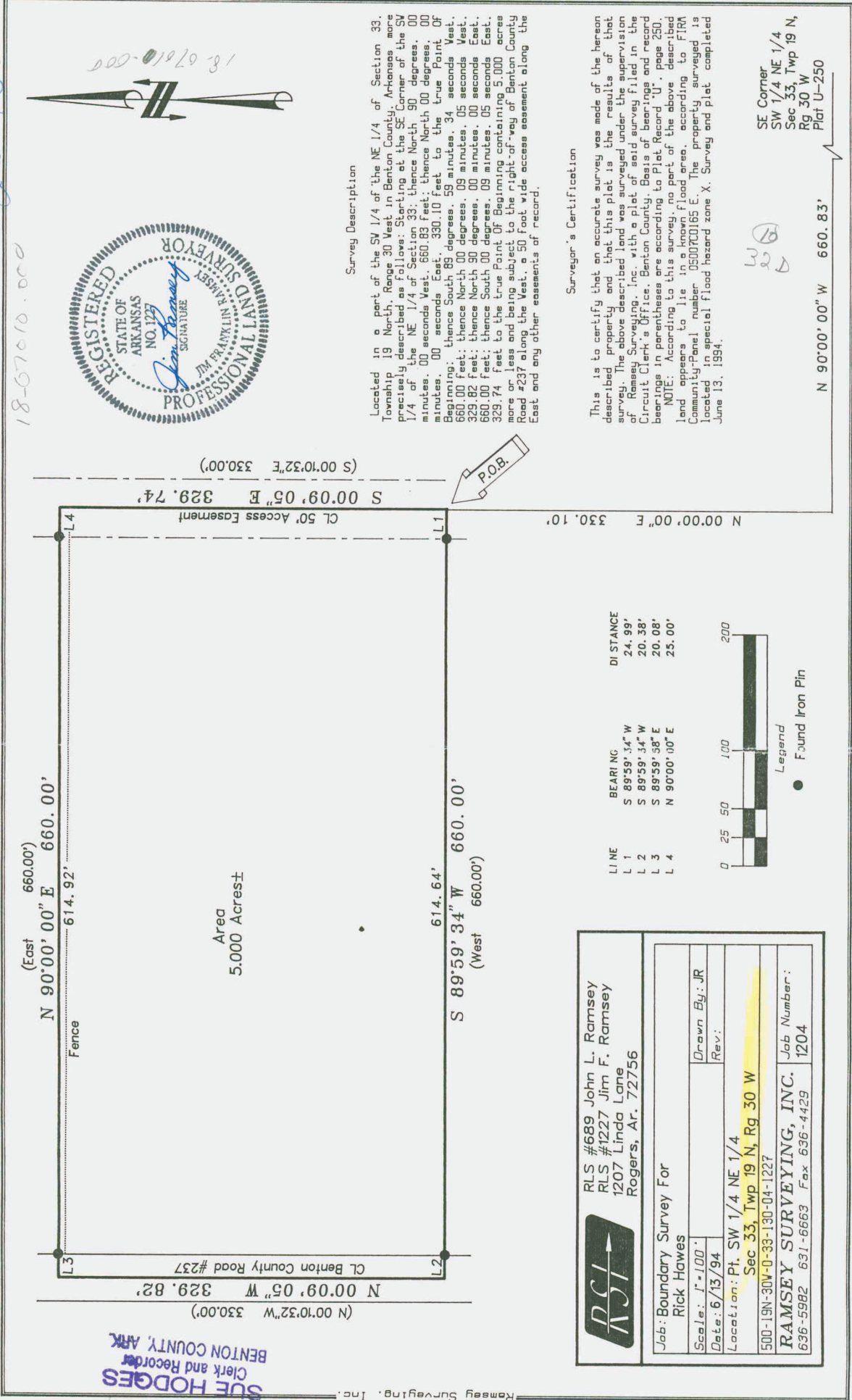


Assist: Zeb U.



FILED FOR RECORD  
At 2:00 clock  
JUN 23 1994

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK



Job: Boundary Survey For  
Rick Hawes

Scale: 1"=100'

Date: 6/13/94

Location: Pt. SW 1/4 NE 1/4  
Sec 33, Twp 19 N, Rg 30 W

500-19N-30W-0-33-130-04-1227

RAMSEY SURVEYING, INC.

636-5982 631-6663 Fax 636-4429

Job Number: 1204

Drawn By: JR

Rev:

RLS #689 John L. Ramsey  
RLS #1227 Jim F. Ramsey  
1207 Linda Lane  
Rogers, Ar. 72756



LandTrust Title & Closing, Inc.  
P.O. Box 626  
Fayetteville, AR 72702-0626  
(479) 251-9000

**DECLARATION OF RESTRICTIONS  
CROSS TIMBERS NORTH, LOTS 1 THROUGH 16  
CROSS TIMBERS SOUTH, LOTS 1 THROUGH 16  
ROGERS, BENTON COUNTY, ARKANSAS**

2006 22689  
Recorded in the Above  
Deed Book & Page  
05-03-2006 04:04:02 PM  
Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2006/22689  
Term/Cashier: CIRCUIT-L9HVHGG / dbrandon  
Tran: 4133.122798.343629  
Recorded: 05-03-2006 16:04:13  
DFE Deed 41.00  
REC Recording Fee 0.00  
Total Fees: \$ 41.00

KNOW ALL MEN BY THESE PRESENTS:

That this Declaration of Restrictions is made by Pack Lane Development Group, LLC, an Arkansas Limited Liability Company and Rick Mooney Builder, Inc., an Arkansas Corporation (hereinafter referred to as "Developers"), and these declarations of limitations, restrictions, and uses are to apply to that property known as Cross Timbers North Addition to Rogers, Benton County, Arkansas, Lots 1 through 16, and Cross Timbers South Addition to Rogers, Benton County, Arkansas, Lots 1 through 16, and to those residential lots as set out on the plats of the properties being filed, and to all Owners acquiring fee title to said lots subsequent to the recordation date hereof (hereinafter called "Owner" or "Owners").

The undersigned Developers are the owners and developers of property situated in Benton County, Arkansas, and described above, said property being known as Cross Timbers North, Lots 1 through 16, and Cross Timbers South, Lots 1 through 16, (the "Subdivision") and the owners and developers do hereby make the following declaration of limitations, restrictions and uses to which said property may be put, hereby specifying that this Declaration of Restrictions shall constitute covenants running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers of the Subdivision, their heirs, personal representatives, successors and assigns, and all persons claiming under them and this Declaration of Restrictions is for the benefit of and is a limitation upon future owners of said lots in said addition; this Declaration of Restrictions has been designated as such in order to provide for an orderly development of the Subdivision and for the purpose of keeping the Subdivision desirable, uniform and suitable for the architectural design and uses herein specified.

This Declaration of Restrictions shall be binding upon all lot Owners and all persons claiming under them until January 1, 2031, at which time these covenants shall be automatically extended for an additional Twenty-Five (25) years, unless by a vote of 2/3 of the then Owners of the Subdivision, it is agreed to change said covenants in whole or in part.

If the parties hereto or their assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning real property situated in said addition or the Developers to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or recover damages or other dues for such violations. Any right reserved hereunder to the Developers may also be exercised by any Owner of one of the aforementioned lots situated in the Subdivision, either singularly or collectively. Invalidation of one of these covenants by a court order or otherwise shall in no way affect any of the other provisions which shall remain in full force and effect.

W06-6325



Notwithstanding the above, the Developers shall be permitted to make lot line adjustments with adjoining property Owners in the subdivision for the purpose of resolving boundary line disputes on lots, including any lot line adjustments for property owned by the Developers.

1. The Developers dedicate to the public, for public use forever, the street rights of way. Furthermore, the Developers dedicate all easements and street rights of way as designated on the plat of the Subdivision for the several purposes of constructing, maintaining, operating, repairing and replacing any and all public utilities, including the storm and sanitary sewer, telephone lines, electric power lines, transformers, gas lines, water lines and television cable lines, together with all fittings and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress upon said easements and rights of way for the uses and purposes aforesaid; provided, however, the Developers hereby reserve the right to construct, maintain, operate, lay, and/or relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the said public streets, private roadways, alleys and easements shown on said plat, and/or sewer services to the area included in the said plat and to any other areas. The utility easements are for the use and benefit of the Developers as well as the public and private utilities, their agents and employees. The rights and privileges and authority reserved include employees. The rights and privileges and authority reserved include the right to cut down and deep trim all trees, hedges and shrubs that may, in the judgment of the Developers or of public or private utilities, interfere with or endanger such utilities. Nothing contained in this article shall be interpreted as requiring the Developers to construct or maintain any portion of the Subdivision.
2. The Architectural Control Committee shall be the Developers, or their designated architect or other representative. In the event of death or resignation of any member of the committee, and provided that the Developers then own at least three (3) lots in the subdivision, the Developers shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
3. No building, including houses and/or outbuildings, shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee.
4. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no



suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. All electric service shall be located underground in the easement ways reserved for general utility services, as shown on the plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways. Service cables to all houses which may be located on all those lots covered by these restrictions shall run underground from the nearest service pedestal, service pole or transformer to the point of use as determined by the location and construction of such house upon the lot: provided, that upon the installation of such service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective, and exclusive right of way easement on the lot, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of the house. The supplier of electric service, through its proper agents and employees, shall at all times, have right of access to all such easement ways shown on the plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the electric facilities so installed by it. This right shall apply to all suppliers of public utilities and quasi-public utilities, as for example, television cables.

The Owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with the underground utility facilities. Repairs or costs of relocation required by the violation of this covenant shall be paid for by the Owner of the lot.

In connection with gas meters and gas lines to the structures to be built upon the lots covered by these restriction, all yard lines will be plastic pipe of size and material approved by the gas company. An approved tracer wire shall be installed in the trench with the plastic pipe and attached to the meter riser per the Gas Company's specifications. Meter set assemblies will be furnished by the plumber to be installed in a casing approved by the gas company. The casing will have to be sealed with jute or similar materials, and properly vented at one end, at least six inches above the ground. The yard line and inlet meter riser will be tested and acceptance of same by Gas Company personnel. Further, in connection with the gas line, the meter setting shall not be isolated from the front property line by a fence requiring entrance by a gate. Shrubbery will be limited so as not to interfere with the meter reading and normal maintenance of said meter. All gas meters shall be installed within 5 feet of the corner of the residence it services and may not be located in any portion of the front of the residence.

6. The Developers have made no attempt to determine the suitability or adequacy of the soil and subsurface conditions for the development of individual lots or the construction of houses and improvements thereon and does not warrant the suitability of the soil for any

purpose. The Owner(s) of individual lot(s) shall satisfy themselves as to the suitability of the soil for their specific needs and the Developers shall be held free and harmless from any obligation thereto.

7. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two and one-half stories in height and a private garage for a minimum of two cars. Each residence to be constructed shall contain not less than 2,000 square feet of heated living area and garage space shall not be included in this minimum square foot requirement. Each house shall have shake texture asphalt shingles, the color of which shall be approved by the Architectural Control Committee prior to construction. Brick veneer shall cover a minimum of 75% of the exterior walls of the house. No concrete foundation(s) on any structure on the lot may be exposed.

One (1) detached structure, such as a covered entertainment area, guest house, pool house, storage building, garage, or other structure may be provided it conforms to the basic styling of the dwelling. Additional detached structure(s) shall be first approved by the Architectural Control Committee. All detached structures shall be approved by the Architectural Committee and permitted by the City of Rogers before construction begins.

8. No visible radio or TV antennas, aerials, ground-mounted satellite dishes, or other similar devices shall be permitted on any lot. Small dish-type satellite TV antennas (such as those currently marketed by Dish Network and Direct TV or their future equals), having a maximum antenna diameter of 24", are permitted as long as they are not visible from the public street. Placement of such antennas shall be approved by the Architectural Control Committee before installation.
9. No fencing shall be installed within the front thirty-five (35) feet of any lot. All proposed fencing design and type of construction shall be submitted to and approved in advance by the Architectural Control Committee. No chain link fencing, regardless of material type, shall be allowed on any portion of any lot. Also, fenced animal pens are not allowed on any lot.
10. All yard areas shall be fully covered with commercially grown grass sod and/or with professionally landscaped areas. Lot owners shall sufficiently irrigate and maintain these areas so as to prevent such areas from dying out and to prevent uncontrolled weed growth.
11. No trailer, mobile home, tent, construction shack, or other outbuilding shall be erected on any lot in the Subdivision except for temporary use by construction contractor to be located in an area designated by the Developers for a reasonable amount of time. Storm shelters, if installed, shall be placed at the rear of the residence, out of view of the public street and adjacent lots.



12. Recreational vehicles (RV's), travel trailers, utility and box trailers of any type, hunting vehicles, dune buggies, race cars, etc., shall not be placed or stored on any lot, including the garage or outbuilding(s). Boats, canoes, personal watercraft (motorized or non-motorized), four-wheelers, and motor bikes may be stored in the garage or outbuilding(s) provided that they can be completely concealed by an overhead door. "Completely concealed" means that the overhead door must seal with the concrete slab when fully closed, and that no portion of such items will protrude from the structure, including trailer tongues.
13. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
14. No building shall be located on any lot nearer to the front lot line or nearer to the side street line or interior lot line than the minimum building setback lines shown on any plat recorded in connection with the Subdivision, or any zoning ordinance requirements, whichever distance is greater. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, unless otherwise approved by the Architectural Control Committee. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
15. No obnoxious or offensive trade or any commercial activity shall be carried out on or upon any lot subject to these restrictions, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
16. Motorized recreational vehicles including, but not limited to, motorcycles, go-carts, scooters, mopeds, and any other similar mechanical device emitting noises, smoke or other environmental pollutants shall not be operated within the Subdivision except for the sole and exclusive purpose of ingress and egress to and from the lots. This restriction shall not apply to equipment normally used for lawn or garden maintenance so long as said equipment is operated, during daylight hours only, in the ordinary and usual manner intended.
17. No sign of any kind shall be displayed to the public view on any lot including, but not limited to, advertising the property for sale, except one professional sign advertising the property for sale, or signs used by a builder or agent to advertise the property during construction and sale. Signs advertising public elections are allowed as long as they are removed from the lot no later than three (3) days after the election date for which they advertise.
18. No lot shall be used for the storage of materials for a period of greater than thirty (30) days prior to the start of construction. Construction of single family dwellings shall be completed within twelve (12) months from the date construction begins, unless a longer

schedule is approved by the Architectural Control Committee. Construction of outbuildings or accessory buildings shall be completed within two (2) months from the date construction begins. No lot shall be used or maintained as a dumping ground, and trash, garbage or other waste shall be kept except in sealed sanitary containers which are stored out of sight from adjacent lots and the public street. All lots shall be maintained in a neat and orderly condition at all times.

19. There shall be no automobile repairs or parking of dead or junk automobiles, trucks, boats, personal watercraft, or motorcycles, as the same are customarily defined, on the front, side, or rear of any residential site. Emergency repairs which would be only occasionally required as the result of unexpected malfunctions are allowed provided the duration to complete the repair does not exceed twenty four (24) hours. It is the specific intention of this covenant to prohibit the practice of keeping and maintaining on any lot automobiles, trucks, boats, personal watercraft, motorcycles, or any other vehicle which is constantly or periodically being repaired or modified.
20. Parking of automobiles shall be limited only to the garage, driveway, or other concrete paved parking areas directly connected with concrete paving to the main driveway which is connected to the public street. No parking pads are allowed that are not directly connected with concrete paving to the public street. No cars shall be parked in any non-concrete paved areas, including grassed or landscaped areas, on any lot. Also, cars used by permanent or temporary inhabitants of the residences shall not be parked in the street. Temporary visitors to the residences may park their cars in the street provided the duration they are parked in the street does not exceed twenty four (24) hours for every seven (7) days.
21. All Owners shall be required to keep their lot in a clean and sanitary condition whether or not they have constructed a residence on the Lot. All open areas on lots shall be kept mowed to a height of not more than ten (10) inches. No lot shall be used or maintained as a dumping ground for rubbish, tree limbs, compost, or other yard waste. Trash, garbage, or other waste shall be kept in sealed sanitary containers, 33 gallon maximum size, which is stored out of sight from adjacent lots and the public street. Trash incinerators, burn barrels, or other equipment for the storage or disposal of trash materials are not allowed on any lot.
22. No commercial business activity or home occupations shall be permitted on any lot, except that periodic city-permitted garage sales may be conducted under the condition that all garage sale items are displayed within the structure. No more than two (2) garage sales may occur during a single calendar year on any lot.
23. All mailboxes installed in the Subdivision shall be of brick or rock construction to match exterior of house. All mailboxes shall be located within five (5) feet of: 1) the main driveway servicing the lot; or 2) a front sidewalk connecting the house and the street.



24. Concrete sidewalks shall be installed by the Owner within the public street right of way. It shall be the lot owner's sole responsibility to keep the sidewalks in good repair at all times between their lot boundaries. Also, repair of any damage to the sidewalk shall be the responsibility of the lot owner, whether or not such damage was the fault of the lot owner. Repairs made to the sidewalk shall match exactly the construction of the original sidewalk. Additionally, curb cuts have been provided at anticipated driveway locations. If the lot owner elects to place the driveway at a location other than that where the curb cut is currently located, the lot owner shall remove the existing concrete within the existing curb cut and reconstruct such area with curb and guttering to match the original construction at the time a residence is constructed on the lot.
25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. A maximum of three (3) household pets, defined as domesticated dogs and cats only, may be kept on any lot, in yards with perimeter fencing only, provided they are not kept, bred, or maintained for any commercial purpose. Separate fenced pens for animal habitation are not allowed on any lot.
26. Every owner of a lot shall be a member of the Cross Timbers Property Owners' Association (the Association) which shall be charged with the exercise of reasonable care to maintain and keep the detention basins on Lot 8, Cross Timbers North and Lot 9, Cross Timbers South and any other improvements constructed or installed by the Association.
27. All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any one lot.
28. Each owner of a lot is deemed to covenant, by acceptance of such owner's deed for such lot, whether or not it shall be so expressed in the deed to pay the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided below in this instrument. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed.
29. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance of the detention basins located within the boundary lines of the detention lots, including mowing, weeding, periodic removal of sediments to maintain the required volume of the basin, removal of obstructions and litter, repairs to the turf, and repairs to the concrete drainage structures. The City of Rogers shall be responsible for maintenance of the storm drain pipes, concrete structures and other drainage appurtenances in public right-of-way, outside the boundary lines of the detention lots.
- (b) Any future improvements constructed or installed by the Association.
- (c) Liability insurance insuring the Association against any and all liability to the public, to any owner or owners, or to the invitees of any owner or owners arising out of their occupation and/or use of the common areas, improvements or fixtures. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.
- (d) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.
- (e) A standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.
- (f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments that the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the detention basin or other improvements, for the benefit of lot owners, or for the enforcement of these restrictions.

30.

- (a) Until January 1, 2007, the maximum annual assessment per lot shall be \$100.00.
- (b) From and after January 1, 2007, the maximum annual assessment may be increased each year by not more than five percent (5%) above the maximum assessment for the previous year without a vote of the members.
- (c) From and after January 1 of the year immediately following the conveyance of the first lot by the undersigned owner, the maximum annual assessment may be



increased above five percent (5%) by the vote or written assent to a majority of the members.

- (d) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum.
31. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related to the common area. Any such assessment must be approved by a majority of the members.
32. Written notice of any meeting called for the purpose of increasing the annual assessment or assessing a special assessment shall be sent to all member not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of all members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting, which will be considered in determining the action to be taken.
33. Both annual and special assessments must be fixed at a uniform rate for all lots.
34. The annual assessments provided for in this document shall commence as to all lots beginning on the date of the purchase of each lot prorated on the calendar year to the date of purchase. Assessments must be payable annually, in advance. Notice of the annual assessments shall be sent to every owner subject to assessment. The Association, on demand and for a reasonable charge, shall furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, and, on or before February 5 of each year, shall cause to be recorded in the office of the county clerk of Benton County, a list of delinquent assessments as of that date.
35. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner or owners personally obligated to pay such assessment, or may foreclose the lien against the property. No owner or owners may waive or otherwise escape liability for the assessments provided for in this declaration by non-use of the common area or abandonment of his or her or their lot.
36. The assessment lien provided for in this document shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of pursuant to a mortgage foreclosure or any proceeding in lieu of such foreclosure shall extinguish the assessment lien as to payments that become due prior to

DECLARATION OF RESTRICTIONS  
CROSS TIMBERS NORTH, LOTS 1 THROUGH 16  
ROGERS, BENTON COUNTY, ARKANSAS  
Page 10 of 11

such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien or such assessments.

37. Every owner of a lot shall have a right and easement of enjoyment in and to the common area that shall be appurtenant to and shall pass with the title to such lot, subject to the following right of the association:

The right to suspend the voting rights of any owner or owners for periods during which assessments against a lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding sixty (60) days for any infraction of the published rules and regulations of the Association.

38. Any assent, expressed, or implied, by a party hereto to any breach of any covenant herein contained shall operate as such only as to the specific instance and shall not be construed as an assent or waiver of any such covenant or agreement generally or any subsequent breach thereof.
39. Notwithstanding anything contained herein to the contrary, this Declaration of Restrictions shall be applicable and pertain to and be for the benefit of Owners of the land described herein, which consists of a description of residential lots located within the Subdivision, and for the benefit of the Developers. This Declaration of Restrictions shall not be applicable to any other land, except that additional property may be subjected to this Declaration of Restrictions if the Owners of said property so elect and so adopt in whole or in part, this Declaration of Restrictions as a matter or record.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on this 24th day of April, 2006.

Pack Lane Development Group, LLC

By: 

Damon Wright

Rick Mooney Builder, Inc.

By: 

Rick Mooney



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38. Any assent, expressed, or implied, by a party hereto to any breach of any covenant herein contained shall operate as such only as to the specific instance and shall not be construed as an assent or waiver of any such covenant or agreement generally or any subsequent breach thereof.
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Pack Lane Development Group, LLC

By: 

Damon Wright

Rick Mooney Builder, Inc.

By: \_\_\_\_\_

Rick Mooney

DECLARATION OF RESTRICTIONS  
CROSS TIMBERS NORTH, LOTS 1 THROUGH 16  
ROGERS, BENTON COUNTY, ARKANSAS  
Page 11 of 11

2006 22700  
Recorded in the Above  
Deed Book & Page  
05-03-2006 04:04:02 PM  
Brenda DeShields-Circuit Clerk  
Benton County, AR

ACKNOWLEDGMENT

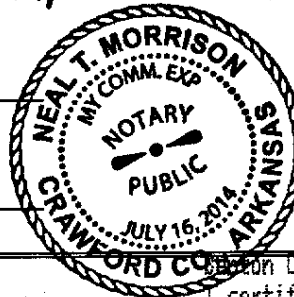
STATE OF ARKANSAS  
COUNTY OF CRAWFORD

On this 24th day of April, 2006, before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person Damon L. Wright, to me personally well known as the person whose name appears upon the within and foregoing instrument, as the Managing Member of Pack Lane Development Group, LLC, an Arkansas Limited Liability Company, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

In Testimony Whereof, I have hereunto set my hands and seal of office as such Notary Public the County and State aforesaid on this 24th of April, 2006.

Notary Public: Neal T. Morrison

My Commission Expires: July 16, 2014



ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAWFORD

On this 24th day of April, 2006, before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person Rick Mooney, to me personally well known as the person whose name appears upon the within and foregoing instrument, as the President of Rick Mooney Builder, Inc., an Arkansas Corporation, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

In Testimony Whereof, I have hereunto set my hands and seal of office as such Notary Public the County and State aforesaid on this 24th of April, 2006.

Notary Public: Neal T. Morrison

My Commission Expires: July 16, 2014



Benton County, AR  
I certify this instrument was filed on  
05-03-2006 04:04:02 PM  
and recorded in Deed Book  
2006 at Pages 22689 - 22700  
Brenda DeShields-Circuit Clerk