

**PROTECTIVE COVENANTS
FOR
THE ESTATES OF LAKEWAY
BENTON COUNTY, ARKANSAS**

2004 53532
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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LIGHTHOUSE DEVELOPMENT, LLC, herein called Developer, and the undersigned lot owners, herein collectively called "Owners", are the owners of certain platted lands known as The Estates of Lakeway, in Benton County, Arkansas.

NOW, THEREFORE, Owners hereby adopt the Protective Covenants stated herein and agree that the stated covenants shall apply to all of the property now platted as THE ESTATES OF LAKEWAY, Benton County, Arkansas, as covenants running with the land:

1. SCOPE OF APPLICATION.

These covenants shall apply in their entirety:

a. Areas within Subdivision. To the area now known and described as THE ESTATES OF LAKEWAY, Lots 1 through 38, Benton County, Arkansas, as shown on the recorded plat thereof; recorded at Plat Book 2004, Page 498 and filed for record on May 21, 2004; and

b. Additions to Subdivision. To any areas that the Developer shall indicate in writing that may be included hereunder, and the Developer specifically reserves for itself the right to add any additional areas to the Subdivision and, therefore, be subject to these Protective Covenants; and

c. Application. To all those who purchase lots, and building contractors, and real estate agents showing property for sale within THE ESTATES OF LAKEWAY.

2. DEFINITIONS.

a. "Subdivision" shall mean the real property more particularly described as THE ESTATES OF LAKEWAY, Benton County, Arkansas, as recorded on the plat thereof, including any additional property subsequently platted but made subject to these Protective Covenants.

b. "A.C.C" means THE ESTATES OF LAKEWAY Architectural Control Committee.

c. "Assessments" shall mean a special assessment as voted by the members of the Association and paid by equal amounts according to the number of Lots owned. Assessments shall be a continuing lien on the Lot which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives or assigns.

d. "Association" shall mean and refer to THE ESTATES OF LAKEWAY PROPERTY OWNERS' ASSOCIATION, INC., or any successor thereto, a non-profit organization that has been incorporated under the laws of the State of Arkansas.

e. "Board" shall mean THE ESTATES OF LAKEWAY PROPERTY OWNERS' ASSOCIATION Board of Directors.

f. "Building Setback Line" shall mean the line so designated on the plat where building may begin.

g. "Common Areas" shall mean all real property, whether improved or unimproved, managed by the Association for the common use and enjoyment of members of the Subdivision.

h. "Developer" shall mean LIGHTHOUSE DEVELOPMENT, L.L.C. or its successors or assigns.

i. "Dues" shall mean that portion of the cost of maintaining, improving, repairing, insuring, operating, and managing the Common Areas that is to be paid by each separate owner as determined by the Board of Directors and approved by the Association. Dues shall be a continuing lien on the Lot which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives or assigns.

j. "Fees" shall mean service or use charges, admission or other fees for use, service, and enjoyment of facilities provided by the Association or for use and enjoyment of Common Areas. Fees shall include boat slip fees. Unpaid Fees shall be a continuing lien on the Lot which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives or assigns.

k. "Fence" shall mean any structure of any material that functions as a boundary or barrier.

l. "Floor Area" or "Floor Space" shall be calculated based on frame dimensions in lieu of veneer dimensions. Frame dimension means the outside dimension of a structure (outside face of the studs).

m. "Improved Lot" shall mean any Lot that has been altered either above or below ground level for the purpose of building, including well, septic tank, and lateral lines.

n. "Lot" shall mean any parcel of land, as subdivided and recorded in the recorded plat of said Subdivision in the records of the County Clerk of Benton County, State of Arkansas.

o. "Member" shall mean any person or entity that is a record title owner of separately owned Lot(s) in THE ESTATES OF LAKEWAY who by accepting title to a Lot becomes subject to these Protective Covenants and a member of THE ESTATES OF LAKEWAY Property Owners' Association.

p. "Outbuilding" shall mean any building that is separate from the main residence, not sharing common wall and roof.

q. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of legal title to any Lot which is or may become a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association.

r. "Plat" shall mean each and every Plat filed by the Declarant and recorded in the records of the County Clerk of BENTON COUNTY, which covers all or any portion of Property.

s. "Property Owners' Association" or "P.O.A." shall mean the not-for-profit corporation organized under the laws of the State of Arkansas known as THE ESTATES OF LAKEWAY Property Owners' Association.

t. "Recreational vehicle, or RV" shall include but not be limited to the following: any camper, camper trailer, motorized camper, motor home, motorcycle, all-terrain vehicle, boat, boat trailer, golf cart trailer, trailer of any type, or any vehicle or conveyance intended for transport of any type. (delete golf cart)

u. "Residence" shall mean an improvement constructed for single-family occupancy.

v. "Residential Use" shall mean the occupation or use of a Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

w. "Residents who own Lots" shall mean any record title owner that has a house or that will have a house constructed in the designated time frame as dictated by the Protective Covenants. (As opposed to a "Developer owned Lot")

x. "Single Family" shall mean one or more persons each related to the other by blood, marriage, legal adoption or legal guardianship, or a group of not more than three persons not all so related, who maintain a common household in a Residence.

y. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the plat of the Subdivision.

3. USE OF LAND.

a. Residential Use. No Lot shall be used except for residential purposes, except those tracts of land specifically designated as "Common Areas".

b. Common Lot Ownership. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling. If two or more adjacent Lots have a common owner, then the common Lot line or lines of the Lots may be considered to be removed and the Lots considered as one Lot for compliance.

c. Lot Access. Lots may be accessed only from streets within the Subdivision. No drives or method of ingress and egress to a Lot shall be permitted from any street, road or other access not originating within the Subdivision.

4. PROPERTY OWNERS' ASSOCIATION.

a. Property Owners' Association. The Developer has encouraged and participated in the organization and incorporation of THE ESTATES OF LAKEWAY PROPERTY OWNERS' ASSOCIATION, INC., an Arkansas not-for-profit corporation with its principal place of business being in Benton County, Arkansas, for the purpose of exercising the functions described herein, and in its Articles of Incorporation. Organization of the P.O.A. shall be in accord with the Articles of Incorporation and Bylaws.

b. Voting Rights. There shall be two classes of voting memberships:

Class A. Class A Members shall be all those persons or entities who own a Lot within the Subdivision. If a Member owns more than one Lot, that member shall be entitled to one vote for each Lot owned. If there is more than one owner of a Lot, only one vote may be cast. The owners shall designate the person who is authorized to cast the vote and shall notify the P.O.A. of such designation. If the owners fail to designate a person authorized to cast the vote, the first name on the deed to the Lot shall be deemed to be the person authorized to cast the vote. There shall be no division of a vote.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot of which it is the record owner and which is subject to these Protective Covenants.

All matters submitted to a vote of the membership shall require a majority vote quorum of both classes of voting membership to pass.

5. ARCHITECTURAL CONTROL COMMITTEE.

a. Purpose. In order to preserve, to the extent possible, the natural beauty of the Subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the Subdivision, and to protect and enhance the property, the Owners do hereby create THE ESTATES OF LAKEWAY Architectural Control Committee (A.C.C.). The Developer shall perform the function of the A.C.C. and shall establish a committee for such purpose. The Developer, at its sole discretion, may delegate the authority to establish the A.C.C. under the terms of these Protective Covenants to the Association.

b. Rules and Regulations. The A.C.C. shall have authority to adopt rules and regulations concerning submission of plans and specifications for construction of and additions to structures to be erected or maintained within the Subdivision. The A.C.C. may adopt such standard or state construction codes as it deems necessary to assure quality construction within the Subdivision. The A.C.C. shall have authority to determine the kind, shape, height, materials, colors, and location of construction within the Subdivision. The authority granted to the Architectural Control Committee and the interpretation of its rules and regulations shall be liberally construed for the benefit of the other property Owners within the Subdivision. This authority is vested in the A.C.C. in order that structures built within the subdivision shall be of quality and shall have harmony of external design and location in relation to surrounding structures and topography.

c. Approval Required. No building or improvement of any type shall be constructed, erected, placed or altered upon any Lot or property within the Subdivision, and no grading shall be commenced, until the A.C.C. has approved the plan and issued a permit to commence construction. Approval or disapproval of any plans and specifications must be given by the A.C.C. within 30 business days from complete and proper submission or same shall be deemed to have been approved.

Requests for approval of variances relating to any construction or land use must be submitted to the A.C.C. in writing. Any variances granted by the A.C.C. must be in writing stating the reasons therefor. Approval or disapproval thereon must be given by the A.C.C. within 30 business days from complete and proper submission or same shall be deemed to have been approved.

d. Limitation of Permit. The approval of plans and specifications by the A.C.C. is for the mutual benefit of the owners within the Subdivision and shall not be construed as an approval or certification that such plans and specifications are technically sound or properly engineered.

e. Fees Permitted. The A.C.C. may establish fees charged for permits for construction to be paid prior to the performance of any of its responsibilities under these Protective Covenants.

6. CONSTRUCTION REQUIREMENTS.

a. Time for Completion of Construction. Construction of all dwellings must be completed within twelve (12) months from the date such construction began. All dwellings must be completely finished before occupancy thereof provided, however, that the interior of basements may be left unfinished provided the basement area is not used as a living area. The time for completion of dwellings may be extended by the A.C.C., in its discretion, for hardship caused by weather or reasons beyond control of the owner.

b. Minimum Building Size and Construction. The total heated living space of the main structure, exclusive of one story porches, basements, carports, and garages, shall not be less than 2500 square feet.

The square footage of the Ground Floor shall be at a minimum:

- i. If the structure is more than one story exclusive of basements, the Ground Floor of the structure shall not be less than 1500 sq. feet with a minimum total of 2500 square feet, or
- ii. If the structure is one story plus a basement, the Ground Floor of the structure shall not be less than 2000 square feet.

“Ground floor” shall mean heated and cooled living space on one level and visible from the street and does not include a basement, whether a walkout basement or without outside access.

All exterior walls of any structure which are visible from the street must be constructed of not less than fifty (50%) masonry construction. Roofs on any structure shall not be constructed of built-up gravel material, nor shall roofs be constructed of composition or fiberglass shingles of less than 300 pounds per square inch or thirty (30) year architectural shingles.

c. Garages and Outbuildings. A private detached garage is permitted on each Lot. Carports are not permitted. Garage bay doors may not face the street and shall not be less than a seventy (70) degree angle from the street. Outbuildings may be permitted at the discretion of the Architectural Control Committee. Such outbuildings must be of a character and material consistent with the principal residence and the Subdivision. One guest house with a maximum square footage of 1500 feet and of a character and material consistent with the

principal residence is permitted on each Lot, subject to the approval of the Architectural Control Committee as provided herein.

d. All swimming pools must be surrounded by a fence with a locking gate. Materials used for such fencing must first be approved by the Architectural Control Committee.

e. Construction Maintenance. No building material of any kind or character shall be placed or stored upon any Lot in the Subdivision until the Owners are ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the street pavement and property lines.

f. Driveways. All driveways in the Subdivision shall consist of a hard surface, either concrete or asphalt or other material acceptable to the A.C.C., for their entire width and length.

g. Erosion Control. Owners shall exercise reasonable effort to reduce or eliminate erosion and to control drainage to prevent erosion.

h. Building Setback. No structure (excluding mail receptacles, drives, and sidewalks) shall be located nearer than fifty (50) feet from the front yard line or roadway, whichever is greater, or nearer than ten (10) feet from any interior or side line or nearer than twenty-five (25) feet from any rear lot line. However, there shall be no setback from the Corps of Engineers take line for lots that adjoin the Beaver Reservoir, except that side set back requirements must be observed. For the purposes of this provision, eaves, steps, and open porches shall be considered a part of the building. In cases of topographic hardship and to provide for construction on a given lot, the A.C.C. may permit a variance to these set back requirements, in writing.

i. Mail Receptacles. All properties within the Subdivision shall receive mail service at the street in front of their Lot. Each Lot owner is responsible for the installation of a mailbox which meets the U.S. Postal Service's requirements. Design and materials used must conform to one of the architectural details for mailboxes as set forth in A.C.C. regulations.

j. Fences. No fences shall be constructed without the approval of the location, design, and materials by the A.C.C. Wire fences are specifically prohibited. Fencing on front yards is prohibited. Fencing on corner Lots shall not infringe on neighboring Lots' front yard set-backs. No fence will be allowed to remain on any Lot if it has not been approved by the A.C.C. or if it obstructs the safe view of any driver in a motor vehicle.

k. Flood Prone Areas. No structures shall be permitted in part of the Subdivision which is subject to flooding, if any.

7. **PROPERTY OWNERS' ASSOCIATION, MEMBERSHIP DUES AND ASSESSMENTS, AND CREATION OF LIENS.**

a. **Purpose.** For the purpose of maintaining areas to be used in common with some or all of the residents and Owners of property in the Subdivision, the entrance, security gates and fencing, the streets, the street lights, drainage, lake access, community docking facilities, community storage facilities, if any, and such other activities and undertakings as may be for the general use and benefit of the Members and residents of the property, each and every Lot Owner, in accepting a conveyance of any Lot in this Subdivision, agrees to and shall become a member of and be subject to these Protective Covenants and the obligations and duly enacted bylaws and rules and regulations of THE ESTATES OF LAKEWAY PROPERTY OWNERS' ASSOCIATION, a non-profit corporation (hereafter the P.O.A.).

b. **Dues and Assessments.** The Board of Directors of the P.O.A. may, by majority vote of the Directors, levy assessments or dues against all Lot Owners in order to defray the costs of performing maintenance or repairs upon Common Areas within the Subdivision, except as provided herein. All property Owners in the Subdivision shall pay the required dues, including, if applicable, any such assessments or dues hereafter associated with the boat dock, to the P.O.A. promptly when the same become due, and in the event of failure to pay the same promptly when the same become due, such dues, including any such assessments or dues hereafter associated with the boat dock, shall constitute a lien upon the property owned by such Owners in the Subdivision, and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.

The Board of Directors may establish different classes of membership which may be required to pay fees and assessments at different rates as the Board may determine in its sole discretion.

The Developer shall not be required to pay dues, assessments or fees for any Lot owned by the Developer on which a residence has not been constructed and ready for occupancy.

c. **Delinquent Dues or Assessments.** All delinquent assessments shall bear interest at the rate of ten percent (10%) per annum or at the highest rate allowed by law from the date the same become due until they are paid, and the P.O.A. shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments or dues, all of which shall be a part of the lien for dues.

d. **Lien and Foreclosure.** The liens herein created or retained for unpaid assessments or dues to the Property Owners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of Owners of any of the Lots in the Subdivision up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first

occur, after which time monthly membership dues shall thereafter accrue as a lien upon such Lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive mortgages, deeds of trust, and vendor's liens given by property Owners to secure obligations, together with all extensions and renewals thereof.

8. LAKE FRONT PROPERTY DISCLOSURE.

a. Corps of Engineer Take Line. Lands immediately surrounding Beaver Lake Reservoir are owned by the Corps of Engineers. Owners owning Lots adjacent to Beaver Lake Reservoir do not, in fact, own property that reaches Beaver Lake Reservoir shoreline but, rather, to the Corp of Engineers "take line".

b. Corps of Engineers Regulation. Owners agree to follow all Corps of Engineer rules and regulations including, but not limited to, those relating to land management practices.

9. USE OF COMMON AREAS.

a. Common Areas. Common Areas are areas to be used in common with some or all of the residents and Owners of property in the Subdivision, including, but not limited to, the entrance, security gates and fencing, the streets, the street lights, drainage, lake access, community docking facilities, paths to boat docks, and such other activities and undertakings as may be for the general use and benefit of Owners of the property in the Subdivision.

b. Conduct. Members and their guests shall use the Common Areas in a quiet, safe, and responsible manner. Those using or accessing the Common Areas shall be responsible for disposing of all trash or debris associated with such use.

c. Guests. Guests and children under the age of sixteen (16) years of age using or accessing the Common Areas shall be accompanied by an adult resident or Owner. Owners are responsible for any damage caused by children or guests of the Owner.

d. Boat and Dock Maintenance. Owners shall keep boats, boat lifts, and other boating related equipment in boat docks in good working order or such boats or boating related equipment must immediately be removed. Owners shall not make repairs, other than routine maintenance, on, at, or within the community boat docks.

10. PRIVATE BOAT DOCKS.

Except as associated with those properties adjoining the Corps of Engineers' "take line" and zoned for boat docks, private boat docks are prohibited. Owners of Lots 22 and 23, and 19 and 20 may not place a dock within one hundred (100) feet of the community boat dock sites.

Owners of private boat docks shall not permit access across their Lot or the Common Areas for access to any private dock unless to another Owner of a Lot within the Subdivision and approved by the Board of Directors of the P.O.A.

Community boat docks shall be expandable to accommodate expansion to afford additional boat slips for Members of the POA and Owners of Lots. No Member or Owner shall take any action to restrict the number of slips within the community boat dock so as to deprive any Member of the POA or Owner of a Lot from acquiring a boat dock slip.

All other Owners whose Lots are not adjacent to the Corp of Engineers' designated "take line" shall use the community boat dock for lake access and on-site docking. Only Owners or, if necessary for compliance with Corps of Engineers regulations, members of their immediate household may own dock slips. Governance and operation of the all boat docks shall be established under the bylaws of the P.O.A.

No Member of the P.O.A. or Owner of a Lot shall permit the sale or lease of a boat dock slip, whether a part of a private boat dock or a community boat dock, to any person or entity who is not a Member of the P.O.A. or Owner of a Lot.

11. UTILITY AND DRAINAGE EASEMENTS.

Utility and drainage easements are hereby created and reserved for a distance of ten (10) feet on either side of any Lot line and as shown on the Plat. This easement shall be for the purpose of construction and maintenance of any utilities necessary to serve the Subdivision. This easement shall include ingress and egress for the purpose of such construction and maintenance.

12. MAINTENANCE OF EASEMENTS.

Within the easements shown on the Plat of THE ESTATES OF LAKEWAY or as may otherwise be established, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels within the easements or which may obstruct or retard the flow of water through drainage channels within the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owners of the Lot, except for those improvements for which the Developer, a public authority, or utility company is responsible.

13. PROTECTIVE COVENANTS.

a. Commercial Use Prohibited. Except for the business of the Developer and furtherance of its sales program, the practice of any profession or the carrying on of any business or commercial activity is prohibited within the Subdivision.

b. Garbage and Refuse Disposal. No trash, ashes or other refuse may be thrown or dumped on any of the Lots in the Subdivision. Owners must keep trash in trash cans with locking lids, except that yard clippings and debris may be stored for pick-up in trash bags. Trash cans and trash bags must be stored out of view from the street except on trash pick-up day.

c. Hunting and Firearm Discharge. There shall be no hunting, trapping, unnatural harm to animals or any target or trap shooting within the Subdivision.

d. Landscaping Maintenance. Owners of Lots shall mow and clear grass, weeds, and vegetation at regular intervals on each Lot there owned so as to maintain the same in a neat and attractive manner. Such maintenance shall be performed whether any structure has been or is being built on said Lot. No debris shall be allowed to accumulate upon any Lot. Dead trees, shrubs, vines, and plants shall be promptly removed from each Lot. Owners shall maintain a landscaped area between the pavement of the road and the Lot line abutting the road right-of-way regardless of whether a structure has been built on said Lot. The Property Owners' Association shall have the right, privilege, and option to cause any unkept Lots to be mowed and to remove dead trees, plants or other vegetation and debris from such Lot if, after thirty days' notice in writing from the Property Owners' Association to the Owners, the Owners have failed or neglected to do so, and the Property Owners' Association shall be entitled to a lien on such Lot for the cost of such work.

e. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Owners are limited to two (2) dogs which must be contained within dwellings or fenced yards or under their owners' control. Owners are limited to four (4) cats.

f. Noise Control. To reduce noise, the use of gas powered machinery shall be limited to the hours of 8:00 a.m. to 9:00 p.m. daily. Owners should keep the use of such machinery to a minimum on Sundays.

g. Nuisances. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any Lot in this Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

h. Operation of Vehicles. All automobiles and motorcycles shall be operated in a quiet, safe, and responsible manner. Four-wheelers, golf carts, and other small forms of motorized transport may be operated on the streets or right-of-ways within the Subdivision for purposes of transport to the lake access or other Common Areas only. Such vehicles shall be operated in a quiet, safe, and responsible manner within the Subdivision.

i. Parking. No vehicle shall be parked or left in the street overnight. Unregistered vehicles shall not be stored unless garaged (delete: or kept in a manner that makes them visible from the street).

j. Propane Storage Tanks. Propane storage tanks shall not be visible from the street.

k. Recreational Vehicles. No trucks, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, motor homes, travel trailers, campers, boats, motors or trailers shall be kept on the Lot or in the street adjacent to any Lot except that such items may be stored or parked inside an enclosed garage or similar enclosure so screened with fencing or plant material as not to be visible from the street. However, subject to the approval of the A.C.C., boats or other motor vehicles may be stored on the rear of a Lot provided such storage is not visible from any street or from any other Lot within the Subdivision.

l. Sight Distance at Intersections. No fence, wall, hedge or shrub that obstructs a sight-line at an elevation between two (2) and six (6) feet above roadways 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 property lines. The same sight-lines limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley. No tree shall be permitted to remain within such distance of such an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight-line.

m. Signs. All signs are prohibited upon the Properties, except signs erected by the Developer for dedication of streets, traffic control, and directional purposes, and signs of a temporary nature advertising property for sale and construction signs. Signs shall not exceed six (6) square feet in area.

n. Satellite Dish or Antennae. The placement of electronic antennas or satellite receiver dishes must be approved by the A.C.C. Under no circumstance shall any such device be placed in front of any residence in the Subdivision. Such devices may be placed beside a residence with proper screening approved by the A.C.C.

o. Short-Term Rental Prohibited. Short-term, vacation type rentals of dwellings within THE ESTATES OF LAKEWAY shall be prohibited. Short term rentals shall be defined for these purposes as any rental for a period of less than 90 days.

p. Temporary Structures. No tent, shack, or barn shall be erected on any Lot in the Subdivision, temporarily or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of a short duration shall be considered as excluded by this provision if located on a property where a home has been constructed. Camping upon any Lot upon which a dwelling has not been constructed is prohibited.

q. Oil and Mining Operations. No drilling, mining, oil or mineral development operations of any kind shall be permitted upon or in any Lot or Common Areas, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or area within the Subdivision. Nor derrick or other structure designed for use in boring for oil, gas or minerals shall be erected, maintained or permitted upon any Lot or area within the Subdivision.

r. Construction and Maintenance. During construction, the Owner shall maintain all construction materials and equipment stored on site in a neat and orderly fashion. The Owner shall provide receptacles for construction trash and debris and shall keep the construction site clean. The Owner shall provide port-a-potty on site for use of those persons on the construction site. The Owner shall be liable for any damage to streets or right-of-way caused during construction. The Owner shall not permit any construction equipment on the streets or right-of-way unless equipped with rubber wheels.

s. Lighting. An Owner shall not permit any exterior light or yard light to be of such intensity or directed in such a way as constitute a nuisance to other Lot Owner's within the Subdivision.

14. **REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.**

a. If the Owners or occupants of any Lot fail to observe any covenant, and if the default continues after ten (10) days' written notice to the Owners, then either the Developer or the P.O.A., their successors or assigns, may without liability to them or their officers or agents in trespass or otherwise enter upon (or authorize one or more others to enter upon) the Lot, remove or cause to be removed the garbage, trash, rubbish, or do any other things necessary for compliance with these restrictions, so as to place the Lot in a neat, attractive, healthful, and sanitary condition, and may charge the Owners or occupant of such Lot for the reasonable costs of such work and associated materials. The Owners or occupant, as the case may be, agree by the purchase or occupancy of the property to pay the statement immediately upon request. The P.O.A., Developer or any other Owners within the Subdivision may bring any action provided by law, either at law or equity, for the enforcement of these Covenants, including seeking injunctive relief.

15. **TERM OF THE COVENANT.**

These covenants shall run with the land. All persons or corporations who now own or shall hereafter acquire any of the Lots in this Subdivision shall be deemed to have agreed and covenanted with the Owners of all other Lots in this Subdivision and with its or their heirs, successors, and assigns to conform to and observe the restrictions, covenants, and stipulations contained herein for a period of twenty-five (25) years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of ten (10) years unless at any time a seventy-five percent (75%) majority of the then

Owners of Lots in the Subdivision agree to the amendment or removal of these covenants in whole or in part.

16. RIGHT TO ENFORCE.

The covenants, agreements, and restrictions herein set forth shall run with the title to the Lots in this Subdivision and bind the present Owners, their heirs, successors, and assigns, future Owners and their heirs, successors, and assigns; and all parties claiming by, through or under them shall be taken to hold, agree, and covenant with the Owners of other Lots in the Subdivision, their heirs, successors, and assigns, and with Owners, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to Lots in the Subdivision. The Developer, the P.O.A., or any Owner or Owners of Lots in this Subdivision shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas.

17. AMENDMENT.

a. Amendment, Rescission or Additions. The Developer, its successors and assigns, may amend, rescind or add to Paragraph 13 of the Protective Covenants as set forth herein from time to time.

b. Amendment by Owners. These covenants may be amended at any time by the Owners of seventy-five percent (75%) of the Lots in the Subdivision. Such amendment shall have immediate effect upon recording in the real estate records of and for Benton County. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of Owners, and such amendment shall have immediate effect upon recording.

18. ASSIGNMENT, TRANSFER OR CONVEYANCE.

The Developer reserves the right to assign, transfer or convey any reservation, right or obligation of the Developer under the terms of these Protective Covenants, and upon such assignment, transfer or conveyance, the Developer shall immediately be released and discharged as to any and all liability incident to such reservation, right or obligation.

19. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order shall

not affect any other provision herein, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this 16th day of November, 2004.

Lots 1 - 38
(less and except those
lots set forth hereinafter)

LIGHTHOUSE DEVELOPMENT, LLC

BY:

Lane Gurel
Lane Gurel, Managing Partner

Lot 24

JOSEPH P. SANCHEZ

Lot 20

WILLIAM MARK JASPER

GRETA JASPER

Lot 28

KRISTEN R. BOWLIN

ACKNOWLEDGMENT

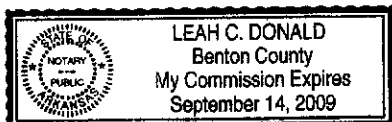
STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

Benton County, AR
I certify this instrument was filed on
11-16-2004 03:18:27 PM
and recorded in Deed Book
2004 at pages 53532 - 53546
Brenda DeShields-Circuit Clerk

BE IT REMEMBERED, that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, personally appeared, LANE GUREL, who stated that he is the Manager of Lighthouse Development, LLC, a limited liability company, and is duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company 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 WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16th day of November, 2004.

Leah C. Donald
NOTARY PUBLIC



My Commission Expires:

**PROTECTIVE COVENANTS
FOR
THE ESTATES OF LAKEWAY
BENTON COUNTY, ARKANSAS**

2004 53532
Recorded in the Above
Deed Book & Page
11-16-2004 07:19:27 PM
Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2004/53532
Term/Cashier: CIRCLK07 / SDUNCAN
Trans: 2393.75547.201218
Recorded: 11-16-2004 15:19:41
OFF Deed
REC Recording Fee
Total Fees: \$ 50.00

50.00
0.00

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LIGHTHOUSE DEVELOPMENT, LLC, herein called Developer, and the undersigned lot owners, herein collectively called "Owners", are the owners of certain platted lands known as The Estates of Lakeway, in Benton County, Arkansas.

NOW, THEREFORE, Owners hereby adopt the Protective Covenants stated herein and agree that the stated covenants shall apply to all of the property now platted as THE ESTATES OF LAKEWAY, Benton County, Arkansas, as covenants running with the land:

1. SCOPE OF APPLICATION.

These covenants shall apply in their entirety:

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2008/42065
Term/Cashier: CASH3/NPETERS
10/22/2008 8:53:49AM
Trans: 52512
Total Fees: \$20.00

a. Areas within Subdivision. To the area now known and described as THE ESTATES OF LAKEWAY, Lots 1 through 38, Benton County, Arkansas, as shown on the recorded plat thereof; recorded at Plat Book 2004, Page 498 and filed for record on May 21, 2004; and

b. Additions to Subdivision. To any areas that the Developer shall indicate in writing that may be included hereunder, and the Developer specifically reserves for itself the right to add any additional areas to the Subdivision and, therefore, be subject to these Protective Covenants; and

c. Application. To all those who purchase lots, and building contractors, and real estate agents showing property for sale within THE ESTATES OF LAKEWAY.

2. DEFINITIONS.

a. "Subdivision" shall mean the real property more particularly described as THE ESTATES OF LAKEWAY, Benton County, Arkansas, as recorded on the plat thereof, including any additional property subsequently platted but made subject to these Protective Covenants.

b. "A.C.C" means THE ESTATES OF LAKEWAY Architectural Control Committee.

Book 2008 Page 42065
Recorded in the Above
DEED Book & Page
10/22/2008

not affect any other provision herein, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this 16th day of November, 2004.

Lots 1 - 38
 (less and except those
 lots set forth hereinafter)

LIGHTHOUSE DEVELOPMENT, LLC

BY: Lane Gurel
 Lane Gurel, Managing Partner

Lot 24 Joseph P. Sanchez
 JOSEPH P. SANCHEZ

Lot 20 William Mark Jasper
 WILLIAM MARK JASPER

Greta Jasper
 GRETA JASPER

Lot 28 Kristen R. Bowlin
 KRISTEN R. BOWLIN

Benton County, AR
 I certify this instrument was filed on
 10/22/2008 8:54:25AM
 and recorded in DEED Book
 2008 at pages 0042065 - 0042066
 Brenda DeShields-Circuit Clerk

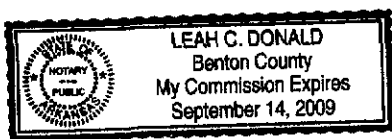
ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
 COUNTY OF BENTON)

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16th day of November, 2004.

Leah C. Donald
 NOTARY PUBLIC



My Commission Expires: _____