

AUG 29 1988

COVENANTS
SOUTH SUN ESTATES
on the lake

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

THIS DECLARATION, made this 26th day of August 1988, by STITT ENERGY SYSTEMS, INC., an Arkansas Corporation located at Rogers, Arkansas, hereinafter referred to as "Declarant,"

WITNESSETH:

Declarant is the owner of certain property in Benton County, State of Arkansas, which is more particularly described as follows:

Beginning at the SW corner of the NE 1/4 of Section 33, Township 20 North, Range 29 West, being a Corps of Engineers Beaver Reservoir boundary monument # 728-2; running thence S 88 degrees 05'10" E 87.73 feet; thence N 32 degrees 04'55" 286.71 feet; thence N 29 degrees 05'14" 279.25 feet; thence N 47 degrees 54'14" E 100.31 feet; thence N 55 degrees 02'14" E 262.97 feet; thence N 58 degrees 34'14" E 104.27 feet; thence N 87 degrees 30'13" E 100.00 feet; thence S 61 degrees 03'27" E 126.83 feet; thence S 58 degrees 27'32" E 308.94 feet to a found nail; thence S 57 degrees 32'05" E 572.59 feet; thence S 31 degrees 50'04" E 139.05 feet; thence S 54 degrees 33'46" E 244.78 feet; thence S 03 degrees 03'14" 48.36 feet to a found iron pin; thence N 87 degrees 03'46" W 658.60 feet to a found iron pin; thence S 42 degrees 24'52" W 261.31 feet to the centerline of a road; thence along said centerline S 24 degrees 39'03" E 113.99 feet; thence S 60 degrees 11'18" E 54.10 feet; thence N 89 degrees 04'42" E 58.16 feet; thence S 02 degrees 19'42" W 665.13 feet leaving said centerline to a brass monument on the boundary line of Beaver Reservoir (Monument Number 726-1); thence along said boundary line N 88 degrees 24'54" W 352.01 feet to Monument Number 727-1; thence N 42 degrees 03'47" W 1376.04 feet to the point of beginning, containing 38.932 acres, more or less, subject to a county road on the North and Beaver Reservoir Flowage Easement on the South side thereof.

WHEREAS, Declarant will convey the said property, or portions thereof, subject to certain protective covenants, conditions, restrictions, reservation, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property described above, and all portions thereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run

ATTN: STITT ENERGY Sys. Inc
1301 S. 8th St
Rogers, AR

12176

with, the real property, and all portions thereof, and be binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to SOUTH SUN ESTATES PROPERTY OWNERS' ASSOCIATION, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any present or future division of the South Sun Estates Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such divisions thereof as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Areas" shall mean all real property and all future improvements thereon owned by the Trustees of the Association for the common use and enjoyment of the owners.

SECTION 5. "Lot" shall mean and refer to any plot of land established for single family residential purposes, shown upon any recorded subdivision map of the properties, with the exception of the Common Areas.

SECTION 6. "Declarant" shall mean and refer to their successors and assigns.

SECTION 7. "Solar South". For purposes of siting a residence, the compass correction for South Sun Estates shall be 7.5 degrees "easterly deviation".

ARTICLE II

SOUTH SUN ESTATES PROPERTY OWNERS' ASSOCIATION

SECTION 1. Membership and Voting Rights. Every owner of a lot in South Sun Estates shall be a member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of any Lot. All owners of single family residential Lots, including the Declarant, shall be entitled to one vote for each Lot owned. The Declarant shall vote for only those unsold Lots which have been platted and recorded with Benton County. When and if additional divisions or additions of the South Sun Estates Subdivision are opened and duly platted and recorded, the Declarant is entitled to one vote for each Lot which is unsold. The Association shall be administered in accordance with By-Laws, a copy of which shall be supplied to each property owner.

SECTION 2. Members' Easements of Enjoyment. Every owner shall have a right to an easement of enjoyment in the Common Areas, and such easement shall be appurtenant to and shall pass with the title to each and every Lot. The Common Areas (and improvements thereon) shall remain undivided, and shall at all times be owned by the Trustees of the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Areas. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in South Sun Estates Subdivision and it is necessary for the protection of said Owners. Such right and easement of enjoyment shall be subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility the Association might in the future wish to create.

(b) The right of the Association to suspend the voting rights and the right to use any Common Areas by an Owner for any period during which an assessment against a Lot remains unpaid, and for a period not to exceed 60 days for each infraction of the rules and regulations of the Association.

(c) The right of the Association to make and publish rules and regulations for the use of the Common Areas.

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members, as hereinafter defined. No such dedication or transfer shall be effective unless accompanied by an instrument signed by members representing a seventy-five per cent (75%) majority of the eligible vote of the Association agreeing to such dedication or transfer.

SECTION 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment of the Common Areas to the members of his family, his tenants, or contract purchaser who resides on the property.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS AND SPECIAL ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association for each platted Lot owned (1) an annual maintenance assessment or charge, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, when properly voted, together with interest, costs and reasonable attorney fees, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof. The annual assessment shall be payable quarterly on the first day of January, April, July and October, to the Treasurer of the Association. The first quarterly payment is due on the first payment day following the closing of the sale or contract to buy. Each new property owner pays for only that portion of the year remaining. Assessments shall be levied against Lots held for sale by the Declarant.

SECTION 2. Purpose of Assessments. The purpose of the assessments shall be to pay for any of the following that may be required: maintenance and beautification of the Common Areas and subsequent improvements, if any; insurance; real estate taxes; capital improvements; admissions fees and such other charges that are necessary to promote the health, safety and general welfare of all the residents of the subdivision.

SECTION 3. Notice and Quorum for Any Action Authorized under ARTICLE III, SECTION 1. Written notice of any meeting called by the Board of Directors for the purpose of taking any action authorized under Section 1 of Article III shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. For any such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of the

eligible votes shall constitute a quorum. A seventy-five percent (75%) majority of the votes cast are required to establish a special assessment and a simple majority of the votes cast are required to establish the maintenance assessment and use fees.

SECTION 4. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legally allowable rate. The Association may bring an action at law against the Owner and/or the property involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas.

SECTION 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

ARTICLE IV

ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL Committee. There shall be an Architectural Committee, hereinafter called the Committee, which shall at all times consist of as many persons, not less than three, as the Board of Directors of the South Sun Estates Property Owners Association shall appoint. This committee shall serve without compensation and have the authority to approve or reject any proposed change or improvement of the property, including any structures, planting or topographical change. Except as otherwise provided herein, any majority of the Committee shall have the power to act on behalf of the Committee without the necessity of a called meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken, which instrument shall be signed by the members of the Committee consenting to the action. If an Owner submits to the Committee a plan and the Committee neither approves the plan within thirty (30) days nor notifies the Owner of its objections, then such plan shall be deemed to be approved. Whenever an Owner has completed an improvement, he shall promptly notify the Committee in writing. Any member of the Committee, within thirty (30) days following notification, may inspect the improvement for the purpose of determining whether it complies with the plans and specifications approved by the Committee. If the improvement does not comply with the approved plans and specifications, the Committee may require that such structure be altered or removed within a specified time. If the Committee does not communicate with the Owner within thirty (30) days from the time he has notified the Committee of completion of his project, the improvement shall be deemed to be satisfactory.

SECTION 2. Requirements for Approval. Owners will not construct, alter, or maintain any improvement on the premises until:

(a) The Owner has submitted to the Committee two complete sets of plans and specifications for structure, finish and energy, in form satisfactory to the Committee, showing insofar as is appropriate (1) the size and dimensions of the improvement, (2) the exterior design, (3) the exact location of the improvement on the Lot, (4) the location of driveways and parking areas, and (5) the energy R-factors and energy conservation features.

(b) Such plans and specifications shall be approved in writing by the Committee and a copy of such plans and specifications, as finally approved, shall be held for permanent record with the Committee.

(c) Owner has submitted builder or general contractor information, including qualifications, proof of insurance and financial, customer and personal references, and the committee has approved the builder to work on Owner's improvement in South Sun Estates.

ARTICLE V

ARCHITECTURAL GUIDELINES

SECTION 1. General Guidelines. The Committee shall recognize that there can be an infinite number of architectural conceptions and ideas for the development of property. The Declarant wishes to encourage the formulation of such conceptions and ideas. Nevertheless, for the protection of all residents of South Sun Estates Subdivision, the Committee needs to make certain that any development of a Lot will be consistent with the natural, wooded, somewhat secluded character of the land and the subdivision. Specific guidelines for the Committee are set forth in these Covenants. It is realized that with passing time, these specific guidelines may change in keeping with changes in building materials, methods of construction, and architectural design concepts.

SECTION 2. Specific Guidelines. (1) Residences will be no higher than 21 feet above the highest point of the Lot, except on Lots 1, 2, 3, 4, 5, 6, 12, 13, 14, 16, 25, 26, 27, 28 and 29, a higher building may be erected, with the approval of the Committee. (2) All garages or carports must be attached to the residences except when attachment is prevented by unusual topography. Accessory buildings must be constructed in harmony with the main structure and subject to permission of and approval by the Committee.

(3) New materials will be required on all exterior surfaces, unless otherwise allowed by the Committee. (4) The orientation and location of residences on Lots is to be reviewed by the Committee. The intent is to keep all residences as compatible as possible with their natural surroundings and with consideration of the view from other Lots. (5) For a one story residence, a minimum of 1400 square feet shall be required, not including basement, cellar, porch, deck, garage or carport areas or 1820 square feet for a two story residence or a residence with a daylight lower level, not including porch, deck, garage or carport areas. (6) If an Owner keeps a boat, motor home, camper, trailer, or similar equipment on the premises, it must be enclosed or obscured to a degree satisfactory to the Committee. (7) Construction drawings must provide for the screening of garbage cans and trash areas from view from adjacent Lots, road and the Common Areas. (8) Each residence must provide off-street covered parking space for one car, and covered or otherwise parking spaces for at least four vehicles. (9) Colors and materials of the exterior should be harmonious with the natural, wooded character of the area; "earth" colors are preferred, and subdued intensity of hue is mandatory. (10) Masonry, either brick or stone, shall make up at least 20% of the exterior surface of the structure. (11) The style, size and location of television or satellite antennas shall be approved by the Committee. The Committee reserves the right to refuse approval of such antennas if there is no location on the Owner's property acceptable to a majority of the Committee.

ARTICLE VI

CONSTRUCTION AND ENERGY GUIDELINES

SECTION 1. General Guidelines. The Committee shall recognize that for appearance and for the appreciation of property values through time, it is important that the residences, and modifications or additions thereto, be soundly built and energy efficient. The Committee shall also be attentive and receptive to new innovations in construction, energy conservation and energy generation technology, and the majority of the Committee shall have the authority to approve such innovations.

SECTION 2. Specific Guidelines. (1) The builder or general contractor hired by the Owner to erect a residence or an addition, shall carry workers compensation insurance and general liability insurance. The Committee shall give preference to builders or contractors certified by the National Association of Home Builders or that provide a 10 year structural warranty (Home Owners Warranty or the equivalent). The Committee has the right to contact references supplied to the Owner or to the Committee by the builder/contractor, and then may approve or refuse approval of the builder as decided by the majority vote of the

Committee. (2) Electrical and plumbing tradesmen shall be licensed by the State. (3) All windows, sliding glass doors and atrium doors shall be wood or vinyl framed with dual glass. Low emissivity glass is preferred. Entry doors, are to be insulated steel, or the equivalent as decided by a majority vote of the Committee, with compression or magnetic type weather stripping and an adjustable sill. (4) Fifty percent or more of the glass area shall face south (preferably solar south). Eaves, balconies and sun control walkways shall be designed and built to shade the summer sun yet allow the winter sun to naturally warm the residence. Glass facing east or west shall be protected from summer sun by decks, covered porches or deciduous or coniferous trees. (5) The residence shall be stretched in the east-west directions so that the east-west dimension is approximately one and one half times the width (north-south dimension). (6) Minimum R-factors are 21 for walls; 33 for the roof; 19 for floors. Basement walls and perimeter stem walls shall be insulated with rigid foam on the exterior side with a minimum R-factor of 8. (7) Domestic water heating shall be by solar, geothermal or in-line propane. (8) Only deciduous trees shall be planted to the south of the residence; deciduous or coniferous trees may be planted to the east, west and north.

ARTICLE VII

USE OF PROPERTY AND SITE RESTRICTIONS

(1) Only single family residences may be built on plotted Lots. (2) The work of construction of all buildings shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings are completed and painted or otherwise suitably finished. Exterior work on any building must be completed within one year from the start of construction. (3) Except during the construction period, exterior tanks, storage buildings and equipment or machinery shall not be permitted above ground on any premises, unless screened from view in a manner satisfactory to the Committee. (4) Landscaping materials shall be chosen and placed in such a way that both the initial and the mature growth, in the opinion of the Committee, will not unreasonably limit the view or the sunshine of adjacent Owners. Trees in excess of 6 inches in diameter, measured at chest height, shall not be cut or removed from any Lot, nor shall any vegetation be cut or removed from the Common Areas, without the written permission of the Committee. (5) Access to each lot shall be from South View Drive or from Sun Ridge Circle, unless otherwise approved by the Committee. (6) No Lot contemplated for a residence may contain more than one such single family residence, and no residence shall be built on more than one plotted lot, unless approved by the Committee. (7) For purposes of construction, maintenance of utilities, storm drainage

facilities, and access to Beaver Lake, all Lots, tracts, or parcels of said property shall be subject to an easement ten feet (10') in width, parallel and adjacent to Lot lines in both instances. (8) No change in the natural drainage shall be made by any Lot Owner without prior approval from the Committee. (9) No fence, wall, hedge or vegetation shall be erected, located, planted or maintained upon any Lot in a manner which would unreasonably obstruct the view or sunshine from any other Lot or Lots, unless otherwise required herein. (10) No Lot, parcel or tract of said property shall be used for the purpose of mining, quarrying or drilling. (11) Exterior lighting shall be carefully chosen, arranged and shielded so as to produce no glare on surrounding Lots. (12) Roof coverings shall be premium asphalt (325 lb. per 100 square feet or heavier), cedar shakes, tile, cementous tile, slate or raised seam metal. (13) Lot 25 may be used temporarily or permanently for the enclosed storage of property maintenance equipment, providing it is neatly maintained and naturally landscaped.

ARTICLE VIII

GENERAL NUISANCE RESTRICTIONS

No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Committee shall determine what activity is noxious or offensive and such determination shall be conclusive. (1) The use of firearms or explosives is prohibited, except as required for construction purposes on said property. (2) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said property, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose, and provided they do not become a nuisance. (3) All drying of wash must be done in an area not facing the roadside of a Lot and in an obscured place. (4) No Lot or Common Areas shall be used or maintained as a dumping ground for rubbish, refuse, garbage, grass cuttings or other debris. (5) Garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the Committee. (6) No signs of any kind shall be displayed to the public view, except street signs, one sign to identify the subdivision at the entry; and signs to advertise an owners' property for sale. (7) Boat Slips as allowed by the U. S. Corps of Engineers and accessed to from South Sun Estates property, shall be regulated by and administered to, with regard to location, use, design and maintenance, by the Property Owners Association.

ARTICLE IX

CARE AND APPEARANCE OF PREMISES

Owners shall maintain the improvements on their Lots and the yards of such Lots in a neat and attractive manner, and in particular shall keep the grass and weeds cut, the shrubbery pruned, and dead trees, shrubbery and plants removed. Owners shall keep the exterior of improvements on their premises in a good state of repair and appearance. Mass plantings of trees will not be allowed on any Lot, whether occupied or vacant. If neglected, the Association shall have the right to remove said objectionable material and collect the cost of removal from the Lot Owner. Chimneys shall be swept at least once per year.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. Inspection and Enforcement. Authorized representatives of the Declarant and the South Sun Estates Property Owners' Association are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and after at least 24 hours notice to the Owner or occupant of the Lot or leasehold. South Sun Estates Property Owners' Association is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain such violation or to recover damages therefore, and may be brought by a Lot Owner. The failure of the Association or any Owner to enforce any of these covenants and restrictions or any particular term or condition hereof shall in no event be deemed a waiver of the right to do so thereafter as the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant.

SECTION 2. Severability. Invalidity of any of these covenants, as determined by a court of competent jurisdiction, shall in no way affect any of the other covenants, which shall remain in full force and effect.

SECTION 3. Amendment. This Declaration may be amended at any time by the affirmative vote of a sixty-six and two-thirds percent (66 2/3%) majority of the eligible vote of the South Sun Estates Property Owners' Association, at any annual meeting or any special meeting specifically called for that purpose, provided that the covenants shall at all times comply with ordinances of Benton County.

SECTION 4. Notification. All prospective purchasers or owners of a leasehold of any of the said property shall be informed of the existence of this Declaration and the covenants and restrictions contained therein. In every lease or transfer of said property or portion thereof, a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of a 'Declaration of Protective Covenants', dated _____, 1988, and recorded in the official records of Benton County, Arkansas, File # _____ Volume _____, Pages _____.

IN WITNESS WHEREOF, the undersigned, being President and Vice President of the Declarant, have hereunto set their hands and corporate seal this 26th day of August, 1988.

Mary L. Stitt
W. Orlo Stitt

STATE OF ARKANSAS)
 : SS
COUNTY OF BENTON)

On this day, W. Orlo Stitt and Mary L. Stitt personally appeared before me, as individuals, and who executed the within and foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of August, 1988.

John R. Judd
Notary Public in and for the
State of Arkansas, residing in
Benton County

Expiration Date March 4, 1990

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FILED FOR RECORD
At 9:45 O'Clock A M

AMENDED AND RESTATED COVENANTS
SOUTH SUN ESTATES
on the lake

DEC 13 2001
SUE HODGES
Clerk and Recorder
Benton County, ARK.

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assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, when properly voted, together with interest, costs and reasonable attorney fees, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof. The annual assessment shall be payable quarterly on the first day of January, April, July and October, to the Treasurer of the Association. The first quarterly payment is due on the first payment day following the closing of the sale or contract to buy. Each new property owner pays for only that portion of the year remaining. Assessments shall be levied against Lots held for sale by the Declarant.

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SECTION 3. Notice and Quorum for Any Action Authorized under ARTICLE III, SECTION 1. Written notice of any meeting called by the Board of Directors for the purpose of taking any action authorized under Section 1 of Article III shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. For any such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of the eligible votes shall constitute a quorum. A seventy-five percent (75%) majority of the votes cast are required to establish a special assessment and a simple majority of the votes cast are required to establish the maintenance assessment and use fees.

SECTION 4. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legally allowable rate. The Association may bring an action at law against the Owner and/or the property involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas.

SECTION 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

ARTICLE IV**ARCHITECTURAL CONTROL**

SECTION 1. ARCHITECTURAL COMMITTEE. There shall be an Architectural Control Committee, hereinafter called the ACC, which shall at all times consist of as many persons, not less than three, as the Board of Directors of the South Sun Estates Property Owners Association shall appoint. This committee shall serve without compensation and have the authority to approve or reject any proposed change or improvement of the owner's property, including any structures, planting or topological change. Except as otherwise provided herein, any majority of the ACC shall have the power to act on behalf of the committee, but only after communications and discussions with each member of the ACC. The committee may act only by written instrument setting forth the action taken, which instrument shall be signed by the members of the committee consenting to the action. If an owner submits to the committee a plan and the committee neither approves the plan within thirty (30) days nor notifies the owner of its objections and/or rejection, then such plan shall be deemed to be approved. By majority vote the ACC shall have the authority and power to interpret and take action on matters inferred to but not specifically defined by these Covenants.

SECTION 2. REQUIREMENTS FOR APPROVAL. Owners will not construct, alter, or maintain any improvement on their premise until:

- (a) The owner has submitted to the ACC two complete sets of plans and specifications for structure, finish and energy efficiency. The plans shall be prepared by a designer or architect with education, experience and accomplishments in the design of passive solar and state-of-the-art energy efficient and environmentally sustainable homes. Information about the designer or architect, including education, credentials, and six (6) references (including names, addresses and phone numbers) shall be submitted with the plans.
- (b) Plans submitted should include but not be limited to:
 - (1) the floor plan or the floor plans for the structure or improvement, including details and dimensions,
 - (2) the exterior design including at least four elevations,
 - (3) a professionally prepared drawing which shows the exact location of the improvement on the property, the dimensions to boundary stakes set by a Arkansas registered land surveyor, and the position of the structure with regard to true north and therefore solar south,
 - (4) the location of driveways, culverts, parking areas, sidewalks, patios and decks,

- (5) the conservation, energy efficiency, and energy generation, features and characteristics of the proposed improvement,
 - (6) the features of the home or improvement that make it more environmentally responsible,
 - (7) at the discretion of a majority of the ACC members, the committee can require that specific structural plans, drawings and/or details related to the proposed improvement be stamped by a state registered structural or civil engineer,
 - (8) inaccurate and/or incomplete plans, based on the details, the terrain and the orientation will be rejected and must be redrawn and resubmitted.
- (c) Owner has submitted information about their contractor, including but not limited to, experience in building passive solar and energy efficient homes, qualifications, proof of workers comprehensive and liability insurance, references including names, addresses and phone numbers, for the last six (6) homes contracted for and built, and the contractor's Arkansas Residential Builders License as per Act 950 of 1999 Acts. A state licensed residential contractor shall be responsible for all new residential construction within South Sun Estates.

SECTION 3. GENERAL REQUIREMENTS. The following requirements shall be part of all new residential projects:

- (a) A portable toilet shall be required. If there are two or more adjacent projects being constructed on adjacent properties at the same time, then the facility may be shared.
- (b) Propane tanks, larger than 100 pounds, are to be buried. Small propane tanks are to be placed so they are not readily visible.
- (c) Mailbox structures are to be shared by your adjacent neighbor. The structure is to be built as approved by the U. S Postal Service and in accordance with their approved drawing.
- (d) Damage to the subdivision common property shall be promptly repaired by the builder and at the owner's or builder's expense.
- (e) Driveways and off-street parking areas are to be hard surfaced with concrete or asphalt.
- (f) Windows are to be glazed with dual panes of low emissivity glass.

- (g) Trees are to be systematically cut with saws and the wood removed, rather than excavated and pushed into tangled piles with heavy machinery.

SECTION 4. ACC APPROVAL. After the required information is appropriately and completely submitted, the ACC shall approve or reject the submission. *Approvals shall only be made in writing and signed by at least a majority of the committee. Verbal approvals by one or several of the committee members does not constitute an approval.* Upon written approval by the committee, a copy of such plans, specifications and supporting information shall be held for permanent record with the committee. *The owner or his contractor shall initiate no work, including tree cutting or excavation, until written approval is made.* Proposed site plan and/or structural and/or design changes are to be submitted for ACC approval, as defined above.

SECTION 5. VARIANCES. The ACC will consider variances to the Covenants. Variance submissions must be made in writing with appropriate information and documentation to define and support the request. The ACC will then approve or reject the request within 30 days of submission. The approval or rejection will be communicated to the owner in writing appropriately signed by a majority of the committee.

SECTION 6. INSPECTIONS. One or several of the ACC members shall inspect the construction, as follows:

- (a) After the house is accurately staked using steel reinforcement bar, and after each tree that is to be removed for the house, the driveway and septic field has been marked with colored ribbon.
- (b) After the footings are dug or formed and after the reinforcement bar is placed, but before any concrete is placed.
- (c) After the structure is erected and insulated, but before drywall and exterior siding and masonry is installed.
- (d) A "blower door test" shall be completed after the house is closed and after the drywall is installed. This blower door test shall be completed by the builder or by an independent home energy rater, as defined by Energy Rated Homes of America.
- (e) Upon completion of the improvement, but before occupancy.

After each inspection, approval or rejection with appropriate explanation will be made in writing and sent or given to the contractor and the owner. Inspections will be made as soon as possible or within two (2) working days after being notified by the builder or owner.

SECTION 7. REMEDIES. The ACC or any individual or corporate property owner shall at all times have the authority to file a petition for a restraining order and/or bring actions for injunctive relief against any party who fails or refuses to comply with these provisions. Said party in violation of these Covenants shall be expected to pay reasonable attorneys fees, court costs, and the expense to correct the violations.

ARTICLE V

ARCHITECTURAL GUIDELINES

SECTION 1. General Guidelines. The Committee shall recognize that there can be an infinite number of architectural conceptions and ideas for the development of property. The Declarant wishes to encourage the formulation of such conceptions and ideas. Nevertheless, for the protection of all residents of South Sun Estates Subdivision, the Committee needs to make certain that any development of a Lot will be consistent with the natural, wooded, somewhat secluded character of the land and the subdivision. Specific guidelines for the Committee are set forth in these Covenants. It is realized that with passing time, these specific guidelines may change in keeping with changes in building materials, methods of construction, and architectural design concepts.

SECTION 2. Specific Guidelines.

- (1) Residences will be no higher than 21 feet above the highest point of the Lot, except on Lots 1, 2, 3, 4, 5, 6, 12, 13, 14, 16, 25, 26, 27, 28 and 29, a higher building may be erected, with the approval of the Committee.
- (2) All garages or carports must be attached to the residences except when attachment is prevented by unusual topography. Accessory buildings must be constructed in harmony with the main structure and subject to permission of and approval by the Committee.
- (3) New materials will be required on all exterior surfaces, unless otherwise allowed by the Committee.
- (4) The orientation and location of residences on Lots is to be reviewed by the Committee. The intent is to keep all residences as compatible as possible with their natural surroundings and with consideration of the view from other Lots.
- (5) For a one story residence, a minimum of 1400 square feet shall be required, not including basement, cellar, porch, deck, garage or carport areas or 1820 square feet for a two story residence or a residence with a daylight lower level, not including porch, deck, garage or carport areas.

- (6) If an Owner keeps a boat, motor home, camper, trailer, or similar equipment on the premises, it must be enclosed or obscured to a degree satisfactory to the Committee.
- (7) Construction drawings must provide for the screening of garbage cans and trash areas from view from adjacent Lots, road and the Common Areas.
- (8) Each residence must provide off-street covered parking space for one car, and covered or otherwise parking spaces for at least four vehicles.
- (9) Colors and materials of the exterior should be harmonious with the natural, wooded character of the area; "earth" colors are preferred, and subdued intensity of hue is mandatory.
- (10) Masonry, either brick or stone, shall make up a least 20% of the exterior surface of the structure.
- (11) The style, size and location of television or satellite antennas shall be approved by the Committee. The Committee reserves the right to refuse approval of such antennas if there is no location on the Owner's property acceptable to a majority of the Committee.

ARTICLE VI

CONSTRUCTION AND ENERGY GUIDELINES

SECTION 1. General Guidelines. The Committee shall recognize that for appearance and for the appreciation of property values through time, it is important that the residences, and modifications or additions thereto, be soundly built and energy efficient. The Committee shall also be attentive and receptive to new innovations in construction, energy conservation and energy generation technology, and the majority of the Committee shall have the authority to approve such innovations.

SECTION 2. Specific Guidelines.

- (1) The builder or general contractor hired by the Owner to erect a residence or an addition, shall carry workers compensation insurance and general liability insurance. The Committee shall give preference to builders or contractors certified by the National Association of Home Builders or that provide a 10 year structural warranty (Home Owners Warranty or the equivalent). The Committee has the right to contact references supplied to the Owner or to the Committee by the builder/contractor, and then may approve or refuse approval of the builder as decided by the majority vote of the Committee.

- (2) Electrical and plumbing tradesmen shall be licenses by the State.
- (3) All windows, sliding glass doors and atrium doors shall be wood or vinyl framed with dual glass. Low emissivity glass is preferred. Entry doors, are to be insulated steel, or the equivalent as decided by a majority vote of the Committee, with compression or magnetic type weather stripping and an adjustable sill.
- (4) Fifty percent of more of the glass area shall face south (preferably solar south). Eaves, balconies and sun control walkways shall be designed and built to shade the summer sun yet allow the winter sun to naturally warm the residence. Glass facing east or west shall be protected from summer sun by decks, covered porches or deciduous or coniferous trees.
- (5) The residence shall be stretched in the east-west directions so that the east-west dimension is approximately one and one half times the width (north-south dimension).
- (6) Minimum R-factors are 21 for walls; 33 for the roof; 19 for floors. Basement walls and perimeter stem walls shall be insulated with rigid foam on the exterior side with a minimum R-factor of 8.
- (7) Domestic water heating shall be by solar, geothermal or in-line propane.
- (8) Only deciduous trees shall be planted to the south of the residence; deciduous or coniferous trees may be planted to the east, west and north.

ARTICLE VII

USE OF PROPERTY AND SITE RESTRICTIONS

- (1) Only single-family residences may be built on plotted Lots.
- (2) The work of construction of all building shall be prosecuted diligently and continuously from commencement of construction until exteriors of such building are completed and painted or otherwise suitable finished. Exterior work on any building must be completed within one year from the start of construction.
- (3) Except during the construction period, exterior tanks, storage buildings and equipment or machinery shall not be permitted above ground on any premises, unless screened from view in a manner satisfactory to the Committee.
- (4) Landscaping materials shall be chosen and placed in such a way that both the initial and the mature growth, in the opinion of the Committee, will not unreasonably limit the view or the sunshine of adjacent Owners. Trees in excess of 6 inches in diameter,

- (5) measured at chest height, shall not be cut or removed from any Lot, nor shall any vegetation be cut or removed from the Common Areas, without the written permission of the Committee.
- (6) Access to each lot shall be from South View Drove or from Sun Ridge Circle, unless otherwise approved by the Committee.
- (7) No Lot contemplated for a residence may contain more than one such single family residence, and no residence shall be built on more than one plotted lot, unless approved by the Committee.
- (8) For purposes of construction, maintenance of utilities, storm drainage facilities, and access to Beaver Lake, all Lots, tracts, or parcels of said property shall be subject to an easement ten feet (10') in width, parallel and adjacent to Lot lines in both instances.
- (9) No change in the natural drainage shall be made by any Lot Owners without prior approval from the Committee.
- (10) No fence, wall, hedge or vegetation shall be erected, located planted or maintained upon any Lot in a manner which would unreasonably obstruct the view or sunshine from any other Lot or Lots, unless otherwise required herein.
- (11) No Lot, parcel or tract of said property shall be used for the purpose of mining, quarrying or drilling.
- (12) Exterior lighting shall be carefully chose, arranged and shielded so as to produce no glare on surrounding Lots.
- (13) Roof coverings shall be premium asphalt (325 lb. per 100 square feet or heavier), cedar shakes, tile, cementous tile, slate or raised seam metal.
- (14) Lot 25 may be used temporarily per permanently for the enclosed storage of property maintenance equipment, providing it is neatly maintained and naturally landscaped.

ARTICLE VIII

GENERAL NUISANCE RESTRICTIONS

No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Committee shall determine what activity is noxious or offensive and such determination shall be conclusive.

- (1) The use of firearms or explosives is prohibited, except as required for construction purposes on said property.
- (2) No animals, on any of said property, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose, and provided they do not become a nuisance.
- (3) All drying of wash must be done in an area not facing the roadside of a Lot and in an obscured place.
- (4) No Lot or Common Areas shall be used or maintained as a dumping ground for rubbish, refuse, garbage, grass cuttings or other debris.
- (5) Garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the Committee.
- (6) No signs of any kind shall be displayed to the public view, except street signs, one sign to identify the subdivision at the entry; and signs to advertise an owners' property for sale.
- (7) Boat Slips as allowed by the U. S. Corps of Engineers and accessed to from South Sun Estates property, shall be regulated by and administered to, with regard to location, use, design and maintenance, by the Property Owners Association.

ARTICLE IX

CARE AND APPEARANCE OF PREMISES

Owners shall maintain the improvements on their Lots and the yards of such Lots in a neat and attractive manner, and in particular shall keep the grass and weeds cut, the shrubbery pruned, and dead trees, shrubbery and plants removed. Owners shall keep the exterior of improvements on their premises in a good state of repair and appearance. Mass plantings of trees will not be allowed on any Lot, whether occupied or vacant. If neglected, the Association shall have the right to remove said objectionable material and collect the cost of removal from the Lot Owner. Chimneys shall be swept at least once per year.

ARTICLE X**GENERAL PROVISIONS**

SECTION 1. Inspection and Enforcement. Authorized representatives of the Declarant and the South Sun Estates Property Owners' Association are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and after at least 24 hours notice to the Owner or occupant of the Lot or leasehold. South Sun Estates Property Owners' Association is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain such violation or to recover damages therefore, and may be brought by a Lot Owners. The failure of the Association or any Owner to enforce any of these covenants and restrictions or any particular term or condition hereof shall in no event be deemed a waiver of the right to do so thereafter as the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant.

SECTION 2. Severability. Invalidity of any of these covenants, as determined by a court of competent jurisdiction, shall in no way affect any of the other covenants, which shall remain in full force and effect.

SECTION 3. Amendment. This Declaration may be amended at any time by the affirmative vote of a sixty-six and two-thirds percent (66 2/3%) majority of the eligible vote of the South Sun Estates Property Owners' Association, at any annual meeting or any special meeting specifically called for that purpose, provided that the covenants shall at all times comply with ordinances of Benton County.

SECTION 4. Notification. All prospective purchasers or owners of a leasehold of any of the said property shall be informed of the existence of this Declaration and the covenants and restrictions contained therein. In every lease or transfer of said property or portion thereof, a clause reasonably identical to the following shall be inserted: "This real property is subject to the terms and conditions of a 'Declaration of Protective Covenants', dated _____, and recorded in the official records of Benton County, Arkansas, File # _____, Volume _____, Pages _____."

01201001

The effective date of these Amended and Restated Covenants shall be September 27, 2001, as approved by two-thirds of the eligible vote of the property owners. Except as specifically herein modified, the original Covenants for South Sun Estates shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and corporate seal this 6 day of December, 2001.

SOUTH SUN ESTATES PROPERTY OWNERS ASSOCIATION

BY: W. Orlo Stitt
President

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

)ss

COUNTY OF BENTON)

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared W. Orlo Stitt, to me well known or satisfactorily proven to be the President of the South Sun Estates Property Owners Association, the party in the foregoing instrument and stated that he had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 6 day of December, 2001.

Peggy Mahurin
NOTARY PUBLIC

My Commission Expires:
PEGGY MAHURIN
NOTARY PUBLIC - ARKANSAS
BENTON COUNTY
My Commission Expires
March 2, 2003

**THIRD AMENDED AND RESTATED COVENANTS
SOUTH SUN ESTATES
on the lake**

THIS DECLARATION, made this 26th day of August, 1988, by STITT ENERGY SYSTEMS, INC., an Arkansas Corporation located at Rogers, Arkansas, hereinafter referred to as "Declarant,"

WITNESSETH:

Declarant is the owner of certain property in Benton County, State of Arkansas, which is more particularly described as follows:

Beginning at the SW corner of the NE ¼ of Section 33, Range 29 West, being a Corps of Engineers Beaver Reservoir boundary monument # 728-2; running thence S 88 degrees 05'10" E 87.73 feet; thence N 32 degrees 04'55" 286.71 feet; thence N 29 degrees 05'14" 279.24 feet; thence N 47 degrees 54'14" E 100.31 feet; thence N 55 degrees 02'14" E 262.97 feet; thence N 58 degrees 34'14" E 104.27 feet; thence N 87 degrees 30'13" E 100.00 feet; thence S 61 degrees 03'27" E 126.83 feet; thence S 58 degrees 27'32" E 308.94 feet to a found nail; thence S 57 degrees 32'05" E 572.59 feet; thence S 31 degrees 50'04" E 139.05 feet; thence S 54 degrees 33'46" E 244.78 feet; thence S 03 degrees 03'14" 48.36 feet to a found iron pin; thence N 87 degrees 03'46" W 658.60 feet to a found iron pin; thence S 42 degrees 24'52" W 261.31 feet to the centerline of a road; thence along said centerline S 24 degrees 39'03" E 113.99; thence S 60 degrees 11'18" E 54.10 feet; thence N 89 degrees 04'42" E 58.16 feet; thence S 02 degrees 19'42" W 665.13 feet leaving said centerline to a brass monument on the boundary line of Beaver Reservoir (Monument Number 726-1); thence along said boundary line N 88 degrees 24'54" W 352.01 feet to Monument Number 727-1; thence N 42 degrees 03'47" W 1376.04 feet to the point of beginning, containing 38.932 acres, more or less, subject to a county road on the North and Beaver Reservoir Flowage Easement on the South side thereof.

WHEREAS, Declarant will convey the said property, or portions thereof, subject to certain protective covenants, conditions, restrictions, reservation, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the property described above, and all portions thereof, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and all portions thereof, and be binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

2005 25151

Recorded in the Above
Deed Book & Page
05-20-2005 02:27:24 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

Book/Pg: 2005/25151
Term/Cashier: CIRCLK04 / SWhite
Tran: 2996.91983.249320
Recorded: 05-20-2005 14:27:30
DFE Deed
REC Recording Fee
Total Fees: \$ 47.00

47.00
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2005 25152
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05-20-2005 02:27:24 PM
Book/Pg: 2005/25151

ARTICLE I
DEFINITIONS

SECTION 1. "**Association**" shall mean and refer to SOUTH SUN ESTATES PROPERTY OWNERS' ASSOCIATION, its successors and assigns.

SECTION 2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any present or future division of South Sun Estates Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "**Properties**" shall mean and refer to that certain real property hereinbefore described and such divisions thereof as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "**Common Areas**" shall mean all real property and all future improvements thereon owned by the Trustees of the Association for the common use and enjoyment of the owners.

SECTION 5. "**Lot**" shall mean and refer to any plot of land established for single family residential purposes, shown upon any recorded subdivision map of the properties, with the exception of the Common Areas.

SECTION 6. "**Declarant**" shall mean and refer to their successors and assigns.

SECTION 7. "**Solar South.**" For purposes of siting a residence, the compass correction for South Sun Estates shall be 7.5 degrees "easterly deviation."

ARTICLE II

SOUTH SUN ESTATES PROPERTY OWNERS' ASSOCIATION

SECTION 1. **Membership and Voting Rights.** Every owner of a lot in South Sun Estates shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All owners of single family residential Lots, including the Declarant, shall be entitled to one vote for each Lot owned. The Declarant shall vote for only those unsold Lots which have been platted and recorded with Benton County. When and if additional divisions or additions of South Sun Estates Subdivision are opened and duly platted and recorded, the Declarant is entitled to one vote for each Lot

which is unsold. The Association shall be administered in accordance with By-Laws, a copy of which shall be supplied to each property owner.

SECTION 2. Members' Easements of Enjoyment. Every owner shall have a right to an easement of enjoyment in the Common Areas, and such easement shall be appurtenant to and shall pass with the title to each and every Lot. The Common Areas (and improvements thereon) shall remain undivided, and shall at all times be owned by the Trustees of the Association or its successors, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Common Areas. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in South Sun Estates Subdivision and it is necessary for the protection of said Owners. Such right and easement of enjoyment shall be subject to the following provisions:

- a) The right of the Association to charge reasonable admission and other fees for the use of any facility the Association might in the future wish to create.
- b) The right of the Association to suspend the voting rights and the right to use any Common Areas by an owner for any period during which an assessment against a Lot remains unpaid, and for a period not to exceed 60 days for each infraction of the rules and regulations of the Association.
- c) The right of the Association to make and publish rules and regulations for the use of the Common Areas.
- d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members, as hereinafter defined. No such dedication or transfer shall be effective unless accompanied by an instrument signed by members representing a seventy-five per cent (75%) majority of the eligible vote of the Association agreeing to such dedication or transfer.

SECTION 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment of the Common Areas to the members of his family, his tenants, or contract purchaser who resides on the property.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS AND SPECIAL ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of

Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association of each platted Lot owned (1) an annual maintenance assessment or charge, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, when properly voted, together with interest, costs and reasonable attorney fees, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot for liability for any assessments thereafter becoming due or from the lien thereof. The annual assessment shall be payable quarterly on the first day of January, April, July and October, to the Treasurer of the Association. The first quarterly payment is due on the first payment day following the closing of the sale or contract to buy. Each new property owner pays for only that portion of the year remaining. Assessments shall be levied against Lots held for sale by the Declarant.

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SECTION 1. Architectural Committee. There shall be an Architectural Control Committee, hereinafter called the ACC, which shall at all times consist of as many persons, not less than three, as the Board of Directors of the South Sun Estates Property Owners Association shall appoint. This committee shall serve without compensation and have the authority to approve or reject any proposed change or improvement of the owner's property, including any structures, planting or topological change. Except as otherwise provided herein, any majority of the ACC shall have the power to act on behalf of the committee, but only after communications and discussions with each member of the ACC. The committee may act only by written instrument setting forth the action taken, which instrument shall be signed by the members of the committee consenting to the action. If an owner submits to the committee a plan and the committee neither approves the plan within thirty (30) days nor notifies the owner of its objections and/or rejection, then such plan shall be deemed to be approved. By majority vote the ACC shall have the authority and power to interpret and take action on matters inferred to but not specifically defined by these Covenants.

SECTION 2. Requirements for Approval. Owners will not construct, alter, or maintain any improvement on their premise until:

- a) The owner has submitted to the ACC two complete sets of plans and specifications for structure, finish and energy efficiency. The plans shall be prepared by a designer or architect with education, experience and accomplishments in the design of passive solar and state-of-the-art energy efficient and environmentally sustainable homes. Information about the designer or architect, including education, credentials, and six (6) references (including names, addresses and phone numbers) shall be submitted with the plans.
- b) Plans submitted should include but not be limited to:
 - 1) the floor plan or the floor plans for the structure or improvement, including details and dimensions,
 - 2) the exterior design including at least four elevations,

- 3) a professionally prepared drawing which shows the exact location of the improvement on the property, the dimensions to boundary stakes set by an Arkansas registered land surveyor, and the position of the structure with regard to true north and therefore solar south,
 - 4) the location of driveways, culverts, parking areas, sidewalks, patios and decks,
 - 5) the conservation, energy efficiency, and energy generation, features and characteristics of the proposed improvement,
 - 6) the features of the home or improvement that make it more environmentally responsible
 - 7) at the discretion of a majority of the ACC members, the committee can require that specific structural plans, drawings and/or details related to the proposed improvement be stamped by a state registered structural or civil engineer,
 - 8) inaccurate and/or incomplete plans, based on the details, the terrain and the orientation will be rejected and must be redrawn and resubmitted.
- c) Owner has submitted information about their contractor, including but not limited to, experience in building passive solar and energy efficient homes, qualifications, proof of workers comprehensive and liability insurance, references including names, addresses and phone numbers, for the last six (6) homes contracted for and built, and the contractor's Arkansas Residential Builders License as per Act 950 of 1999 Acts. A state licensed residential contractor shall be responsible for all new residential construction within South Sun Estates.

SECTION 3. General Requirements. The following requirements shall be part of all new residential projects:

- a) A portable toilet shall be required. If there are two or more adjacent projects being constructed on adjacent properties at the same time, then the facility may be shared.
- b) Propane tanks, larger than 100 pounds, are to be buried. Small propane tanks are to be placed so they are not readily visible.
- c) Mailbox structures may be placed in front of individual homes with the design and materials complementary to the home and subdivision, subject to approval of the Architectural Control Committee. To comply with U.S. Postal provisions, the bottom of the mail box should be 44 inches above the ground.
- d) Damage to the subdivision common property shall be promptly repaired by the builder and at the owner's or builder's expense.

- e) Driveways and off-street parking areas are to be hard surfaced with concrete or asphalt.
- f) Windows are to be glazed with dual panes of low emissivity glass.
- g) Trees are to be systematically cut with saws and the wood removed, rather than excavated and pushed into tangled piles with heavy machinery.

SECTION 4. ACC Approval. After the required information is appropriately and completely submitted, the ACC shall approve or reject the submission. ***Approvals shall only be made in writing and signed by at least a majority of the committee. Verbal approvals by one or several of the committee members does not constitute an approval.*** Upon written approval by the committee, a copy of such plans, specifications and supporting information shall be held for permanent record with the committee. ***The owner or his contractor shall initiate no work, including tree cutting or excavation, until written approval is made.*** Proposed site plan and/or structural and/or design changes are to be submitted for ACC approval, as defined above.

SECTION 5. Variances. The ACC will consider variances to the Covenants. Variance submissions must be made in writing with appropriate information and documentation to define and support the request. The ACC will then approve or reject the request within 30 days of submission. The approval or rejection will be communicated to the owner in writing appropriately signed by a majority of the committee.

SECTION 6. Inspections. One or several of the ACC members shall inspect the construction, as follows:

- a) After the house is accurately staked using steel reinforcement bar, and after each tree that is to be removed for the house, the driveway and septic field has been marked with colored ribbon.
- b) After the footings are dug or formed and after the reinforcement bar is placed, but before any concrete is placed.
- c) After the structure is erected and insulated, but before drywall and exterior siding and masonry is installed.
- d) A "blower door test" shall be completed after the house is closed and after the drywall is installed. This blower door test shall be completed by the builder or by an independent home energy rater, as defined by Energy Rated Homes of America.

- e) Upon completion of the improvement, but before occupancy.

After each inspection, approval or rejection with appropriate explanation will be made in writing and sent or given to the contractor and owner. Inspections will be made as soon as possible or within two (2) working days after being notified by the builder or owner.

SECTION 7. Remedies. The ACC or any individual or corporate property owner shall at all times have the authority to file a petition for a restraining order and/or bring actions for injunctive relief against any party who fails or refuses to comply with these provisions. Said party in violation of these Covenants shall be expected to pay reasonable attorneys fees, court costs, and the expense to correct the violations.

ARTICLE V

ARCHITECTURAL GUIDELINES

SECTION 1. General Guidelines. The Committee shall recognize that there can be an infinite number of architectural conceptions and ideas for the development of property. The Declarant wishes to encourage the formulation of such conceptions and ideas. Nevertheless, for the protection of all residents of South Sun Estates Subdivision, the Committee needs to make certain that any development of a Lot will be consistent with the natural, wooded, somewhat secluded character of the land and the subdivision. Specific guidelines for the Committee are set forth in these Covenants. It is realized that with passing time, these specific guidelines may change in keeping with changes in building materials, methods of construction, and architectural design concepts.

SECTION 2. Specific Guidelines:

- 1) Residences will be no higher than 21 feet above the highest point of the Lot, except on Lots 1, 2, 3, 4, 5, 6, 12, 13, 14, 16, 25, 26, 27, 28 and 29, a higher building may be erected, with the approval of the Committee.
- 2) All garages or carports must be attached to the residences except when attachment is prevented by unusual topography. Accessory buildings must be constructed in harmony with the main structure and subject to permission of and approval by the Committee.
- 3) New materials will be required on all exterior surfaces, unless otherwise allowed by the Committee.

- 4) The orientation and location of residences on Lots is to be reviewed by the Committee. The intent is to keep all residences as compatible as possible with their natural surroundings and with consideration of the view from other Lots.
- 5) For a one story residence, a minimum of 1400 square feet shall be required, not including basement, cellar, porch, deck, garage or carport areas or 1820 square feet for a two story residence or a residence with a daylight lower level, not including porch, deck, garage or carport areas.
- 6) If an Owner keeps a boat, motor home, camper, trailer, or similar equipment on the premises, it must be enclosed or obscured to a degree satisfactory to the Committee.
- 7) Construction drawings must provide for the screening of garbage cans and trash areas from view from adjacent Lots, road and the Common Areas.
- 8) Each residence must provide off-street covered parking space for one car, and covered or otherwise parking spaces for at least four vehicles.
- 9) Colors and materials of the exterior should be harmonious with the natural, wooded character of the area; "earth" colors are preferred, and subdued intensity of hue is mandatory.
- 10) Masonry, either brick or stone, shall make up at least 20% of the exterior surface of the structure.
- 11) The style, size and location of television or satellite antennas shall be approved by the Committee. The Committee reserves the right to refuse approval of such antennas if there is no location on the Owner's property acceptable to a majority of the Committee.

ARTICLE VI

CONSTRUCTION AND ENERGY GUIDELINES

SECTION 1. General Guidelines. The Committee shall recognize that for appearance and for the appreciation of property values through time, it is important that the residences, and modifications or additions thereto, be soundly built and energy efficient. The Committee shall also be attentive and receptive to new innovations in construction, energy conservation and energy generation

technology, and the majority of the Committee shall have the authority to approve such innovations.

SECTION 2. Specific Guidelines.

- 1) The builder or general contractor hired by the Owner to erect a residence or an addition, shall carry workers compensation insurance and general liability insurance. The Committee shall give preference to builders or contractors certified by the National Association of Home Builders or that provide a 10 year structural warranty (Home Owners Warranty or the equivalent). The Committee has the right to contact references supplied to the Owner or to the Committee by the builder/contractor, and then may approve or refuse approval of the builder as decided by the majority vote of the Committee.
- 2) Electrical and plumbing tradesmen shall be licensed by the State.
- 3) All windows, sliding glass doors and atrium doors shall be wood or vinyl framed with dual glass. Low emissivity glass is preferred. Entry doors are to be insulated steel, or the equivalent, as decided by a majority vote of the Committee, with compression or magnetic type weather stripping and an adjustable sill.
- 4) Fifty percent (50%) or more of the glass area shall face south (preferably solar south). Eaves, balconies and sun control walkways shall be designed and built to shade the summer sun yet allow the winter sun to naturally warm the residence. Glass facing east or west shall be protected from summer sun by decks, covered porches or deciduous or coniferous trees.
- 5) The residence shall be stretched in the east-west directions so that the east-west dimension is approximately one and one half times the width (north-south dimension).
- 6) Minimum R-factors are 21 for walls; 33 for the roof; 19 for floors. Basement walls and perimeter stem walls shall be insulated with rigid foam on the exterior side with a minimum R-factor of 8.
- 7) Domestic water heating shall be by solar, geothermal or in-line propane.
- 8) Only deciduous trees shall be planted to the south of the residence; deciduous or coniferous trees may be planted to the east, west and north.

ARTICLE VII

USE OF PROPERTY AND SITE RESTRICTIONS

- 1) Only single-family residences may be built on plotted Lots.
- 2) The work of construction of all building shall be prosecuted diligently and continuously from commencement of construction until exteriors of such building are completed and painted or otherwise suitably finished. Exterior work on any building must be completed within one year from the start of construction.
- 3) Except during the construction period, exterior tanks, storage buildings and equipment or machinery shall not be permitted above ground on any premises, unless screened from view in a manner satisfactory to the Committee.
- 4) Landscaping materials shall be chosen and placed in such a way that both the initial and the mature growth, in the opinion of the Committee, will not unreasonably limit the view or the sunshine of adjacent Owners. Trees, alive or dead, in excess of 6 inches in diameter, measured at chest height, shall not be cut or removed from any Lot, nor shall any vegetation be cut or removed from the Common Areas, without the written permission of the Committee.
- 5) Access to each lot shall be from South View Drive or from Sun Ridge Circle, unless otherwise approved by the Committee.
- 6) No lot contemplated for a residence may contain more than one such single family residence, and no residence shall be built on more than one plotted lot, unless approved by the Committee.
- 7) For purposes of construction, maintenance of utilities, storm drainage facilities, and access to Beaver Lake, all Lots, tracts, or parcels of said property shall be subject to an easement ten feet (10') in width, parallel and adjacent to Lot lines in both instances.
- 8) No change in the natural drainage shall be made by any Lot Owner without prior approval from the Committee.
- 9) No fence, wall, hedge or vegetation shall be erected, located, planted or maintained upon any Lot in a manner which would unreasonably obstruct the view or sunshine from any other Lot or Lots, unless otherwise required herein.

- 10) No lot, parcel or tract of said property shall be used for the purpose of mining, quarrying or drilling.
- 11) Exterior lighting shall be carefully chosen, arranged and shielded so as to produce no glare on surrounding Lots.
- 12) Roof coverings shall be premium asphalt (325 lb. per 100 square feet or heavier), cedar shakes, tile, cementous tile, slate or raised seam metal.
- 13) Lot 25 may be used temporarily per permanently for the enclosed storage of property maintenance equipment, providing it is neatly maintained and naturally landscaped.

ARTICLE VIII

GENERAL NUISANCE RESTRICTIONS

No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Committee shall determine what activity is noxious or offensive and such determination shall be conclusive.

- 1) The use of firearms or explosives is prohibited, except as required for construction purposes on said property.
- 2) No animals, on any of said property, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose, and provided they do not become a nuisance.
- 3) All drying of wash must be done in an area not facing the roadside of a Lot and in an obscured place.
- 4) No Lot or Common Areas shall be used or maintained as a dumping ground for rubbish, refuse, garbage, grass cuttings or other debris.
- 5) Garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved before installation or use by the Committee.
- 6) No signs of any kinds shall be displayed to the public view, except street signs, one sign to identity the subdivision at the entry, and signs to advertise owners' property for sale.

- 7) Boat Slips as allowed by the U. S. Corps of Engineers and accessed to/from South Sun Estates property, shall be regulated by and administered to, with regard to location, use, design and maintenance, by the Property Owners Association.

ARTICLE IX

CARE AND APPEARANCE OF PREMISES

Owners shall maintain the improvements on their Lots and the yards of such Lots in a neat and attractive manner, and in particular shall keep the grass and weeds cut, the shrubbery pruned, and dead trees (refer to Article VII, #4), shrubbery and plants removed. Owners shall keep the exterior of improvements on their premises in a good state of repair and appearance. Mass plantings of trees will not be allowed on any lot, whether occupied or vacant. If neglected, the Association shall have the right to remove said objectionable material and collect the cost of removal from the Lot Owner. Chimneys shall be swept at least once per year.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. Inspection and Enforcement. Authorized representatives of the Declarant and the South Sun Estates Property Owners' Association are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and after at least 24 hours notice to the Owner or occupant of the Lot or leasehold. South Sun Estates Property Owners' Association is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain such violation or to recover damages therefore, and may be brought by a Lot owner. The failure of the Association or any Owner to enforce any of these covenants and restriction or any particular term or condition hereof shall in no event be deemed a waiver of the right to do so thereafter as the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant.

SECTION 2. Severability. Invalidity of any of these covenants, as determined by a court of competent jurisdiction, shall in no way affect any of the other covenants, which shall remain in full force and effect.

