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At 110 O'Clock A M

**BILL OF ASSURANCES AND
PROTECTIVE COVENANTS
SOUTHERN TRACE ADDITION**

MAY 10 1996

**A Subdivision to the City of Rogers
Benton County, Arkansas**

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS, that the J.E. Lindsey Family Limited Partnership and Ben Bacon Construction Co., Inc., (sometimes referred to herein as "Declarants"), as owners of all the lots in Southern Trace, a subdivision to the City of Rogers, Arkansas, (referred to herein as the "Subdivision"), hereby enters the following assurances and covenants with respect to the Subdivision:

1. All lots in the Subdivision, except Lots 12A and 16A, shall be residential lots, and no structures shall be erected on any of said lots other than one single family dwelling to be used for residential purposes. A guest house, cabana, and/or detached garage designed for not fewer than two cars may be allowed as long as it is in keeping with the architectural design of said residence. Any dwelling house construction upon any lot shall have at least 2,250 square feet, (3,000 square feet for lot 12B) of heated area excluding porches, garages and breezeways and shall have not less than 1,500 square feet on the ground floor.

2. No vehicles may be parked on the streets of the Subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their families and guests. Also, no semi-trailer trucks or commercial vehicles shall be allowed to park overnight in the Subdivision, either on the streets or on privately owned lots.

3. No lot shall be re-subdivided or re-platted.

4. No trade or business shall be carried on upon any lot in the Subdivision, nor shall anything be done or performed thereon which may become an annoyance or nuisance to the neighborhood or detrimental to the residential value of any lot in the Subdivision.

5. No trailer, mobile home, tent, shack, metal building, or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots.

6. Recreational and camping vehicles, utility trailers, and boats may be stored and parked on the lots. However, these vehicles, trailers and boats shall be located behind the house, guest house, or fence, or in or behind the garage, or otherwise screened so that they are not readily visible from the street or adjoining lots. Screening walls and fences must be constructed of brick, stone or decorative wood.

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7. No fences of any kind shall be constructed between the front building set back line and the curb without the permission of the Declarants. "Front" as used herein shall be that portion of the lot between the residence situated thereon and the street abutting said lot and included both sides of a corner lot. Any fence along or upon any portion of any lot in said Subdivision must be decorative wood, wrought iron, and/or brick or stone masonry and not exceed six (6) feet in height. No chain-link metal fences shall be erected on said lots.

8. The owner(s) of each lot shall construct or cause to be constructed a concrete driveway connecting a minimum of a two-car garage of said dwelling to the street, said drive or drives being of adequate width to accommodate two or more automobiles in total.

9. All lots must have sod installed in the front and on both sides of the main dwelling.

10. Swimming pools are permitted in the Subdivision but must be ground level only.

11. Tennis courts, and similar recreational improvements are permitted in the Subdivision. However, no tennis court lights may be installed without the prior, expressed written consent of all adjoining lot owners.

12. Satellite television receiver dishes exceeding 18" in diameter are specifically prohibited from being installed in the Subdivision unless local cable does not supply service.

13. No commercial or private farming will be allowed on any lot. However, a backyard garden will be permitted when it is sized for the needs of the family occupying the lot. Such a garden shall be maintained so that it does not appear weedy, unkept or unsightly.

14. 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 any commercial purposes. Provided further that such household pets must be kept in accordance with the leash laws of the City of Rogers, Arkansas.

15. All lots must be maintained in neat manner without the accumulation of debris or unsightly growth of grass or weeds.

16. No noxious or offensive activity shall be carried on upon any lot.

17. After construction has commenced on a lot or if any improvement is damaged or destroyed the improvement must be completed or restored promptly in order to avoid any unsafe or unsightly condition.

18. No sign of any kind shall be displayed to the public view on any lot except one (1) real estate sign of not more than nine (9) square feet for the sale of the property.

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19. No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lot or lots or in any public streets in said Subdivision for a period in excess of two (2) days. At no time will motor vehicles be allowed to be parked on said lots other than on the driveway between the street and the garage.

20. The association of owners of lots in the Southern Trace Subdivision (the "Association") shall be responsible for maintenance, repair and payment of taxes on the following areas, hereinafter referred to as "Common Property":

(a) the fence and arch located adjacent to the North right of way of Arkansas Highway 94 within the Subdivision; and

(b) Lot 12A and Lot 16A including the lake, gazebo, and other improvements located thereon.

21. All costs associated with the ownership, maintenance, repair, and further improvement of the Common Property shall be paid by the owners of lots in the Subdivision. Each lot owner shall be assessed a prorata share of such costs and shall have the right to use and enjoy the Common Property, subject to such rules, restrictions, and assessments which the Association may impose from time to time. Declarants shall have the right to assess a prorata amount of such costs, not exceeding \$100.00 per year to the owners of each lot in the Subdivision without further approval by the Association.

22. Any assessment which shall be made against any lot as provided in paragraph 21 herein shall constitute a lien against such lot until it is paid. Any assessment which is not paid within 30 days after it becomes due shall bear interest at the highest rate permitted by applicable law. Declarants or the Association, as their interests appear, may bring an action at law against the owner personally obligated to pay such assessment or may foreclose such lien against the lot, and interest, costs and attorney fees for any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the Common Property. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

23. In order to insure that all dwellings and other buildings to be located on any lot in the Subdivision shall be compatible with other improvements in the Subdivision, no buildings shall be erected, placed or altered on any lot in the Subdivision until the construction plans and specifications have been submitted to, and approved by, the Architectural Control Committee. For such time as the Declarants shall own one or more of the lots in the Subdivision, the Architectural Control Committee shall be made up such persons as the Declarants may appoint. At such time as the Declarants shall own none of the lots in the Subdivision, or at such earlier time as the Declarants may elect to resign from membership on the Architectural Control Committee, the Committee shall be made up of such persons as the Association may designate from time to time.

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24. These covenants and restrictions are to run with the land, and shall be binding on all of the parties, their heirs and assigns for a period of 25 years from the date hereof. At any time within six months from the expiration date a majority of the then lot owners may express their intention in writing drafted so as to be recorded with the Register of Deeds that they no longer care for these covenants and the Same shall be terminated. In the event that no such action is taken, these covenants shall continue for periods of five years and any five year period may be terminated in accordance with the terms for the original termination. It is further provided that should the majority of the lot owners at any time wish to amend these covenants either by adding to or taking from the present form, the same shall be incorporated in a written instrument capable of being recorded as above referred to and under the same terms and conditions thereof. Each lot shall entitle its owner(s) to one vote.

25. If the parties herein or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the 25 years from date hereof and likewise as to continuations it shall be lawful for any other persons or person owning any lot in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

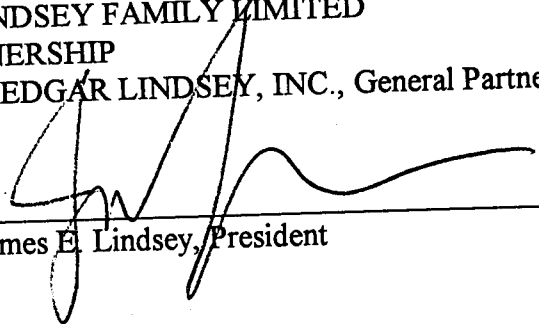
26. Lot owners are advised that individual septic systems are needed for each homesite. Each lot owner shall consider the lot size and the size of their septic field necessary to accommodate their prospective dwelling. No construction should be initiated until permit approval is granted by the Arkansas Department of Health.

27. In the event any provision or any part of these covenants shall be adjudged invalid or ineffective, the remaining provisions shall continue in full force and effect and shall be construed and enforced accordingly.

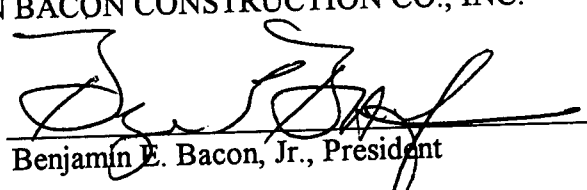
96 037575

IN WITNESS WHEREOF this instrument has been executed this 19 day of January, 1996.

J.E. LINDSEY FAMILY LIMITED
PARTNERSHIP
BY: J. EDGAR LINDSEY, INC., General Partner

BY: 
James E. Lindsey, President

BEN BACON CONSTRUCTION CO., INC.

BY: 
Benjamin E. Bacon, Jr., President

96 037576

ACKNOWLEDGEMENT

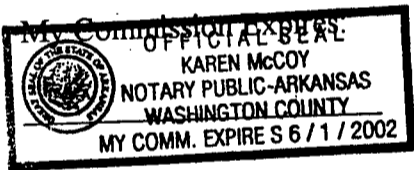
STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

On this A day of January, 1996, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **James E. Lindsey**, to me personally known, who stated that he was the President of J. Edgar Lindsey, Inc., the General Partner of the **J.E. Lindsey Family Limited Partnership**, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said partnership, 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 TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19 day of January, 1996.

Karen McCoy

Notary Public



ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

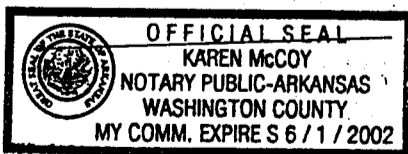
On this 19 day of January, 1996, before undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **Benjamin E. Bacon, Jr.**, to me personally known, who stated that he was the President of **Ben Bacon Construction Co., Inc.**, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said corporation, 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 TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 19 day of January, 1996.

Karen McCoy

Notary Public

My Commission Expires:



Record w/ County

2003 16656
Recorded in the Above
Deed Book & Page
06-18-2003 01:54:09 PM
Brenda DeShields-Circuit Clerk
Benton County, AR

**AMENDMENTS TO THE
BILL OF ASSURANCE AND
PROTECTIVE COVENANTS TO
SOUTHERN TRACE ADDITION**

Book/Pg: 2003/16656
Term/Cashier: CIRCLK04 / SWhite
Tran: 924.29003.73775
Recorded: 06-18-2003 13:54:21
DFE Deed
REC Recording Fee
Total Fees: \$ 8.00

8.00
0.00

A Subdivision to the City of Rogers, Benton County, Arkansas

Paragraph 1: The reference to 2,250 square feet shall be increased to 2,750 square feet, unless the approved otherwise by the Architecture Control Committee.

Paragraph 23: The following is added as second and third sentences thereof:

"Plans and specifications of any proposed construction shall be submitted to and approved by the Architecture Control Committee prior to the commencement of construction."

"Specifically, all houses shall have a minimum seventy-five percent (75%) brick or similar material wall covering on primary level. All sides visible from the street shall have 100% brick or similar material wall covering. Heavy grade architecture shingles (25 year minimum) must be used, unless other materials are approved in advance by the Architecture Control Committee. Roof pitch must be 10/12 minimum pitch."

These amendments have been voted on and approved by the Southern Trace Property Owners Association, Inc. on JAN 29th, 2001

[Signature] _____
OFFICER DATE

OFFICER DATE

OFFICER DATE

BY LAWS OF THE
SOUTHERN TRACE
PROPERTY OWNERS ASSOCIATION.

These by-laws are established in accordance with the original *BILL OF ASSURANCES AND PROTECTIVE COVENANTS, SOUTHERN TRACE ADDITION, A Subdivision to the City of Rogers, Benton County, Arkansas.*

ARTICLE I
MEMBERSHIP

Membership in the Southern Trace Property Owners Association shall be restricted to the owners those building lots appearing on Block #1 & #2 of the platted Subdivision of Southern Trace in the City of Rogers. Each lot owned shall represent one membership.

ARTICLE II
MEETINGS OF THE ASSOCIATION

1. Annual Meetings. The Southern Trace Property Owners Association shall meet once per year at a time and place to be determined by the Property Owners Association's Committee of Representatives. Notice of the time and place of such meeting shall be delivered to each member no less than 2 weeks in advance of said meeting.
2. Special Meetings. Special meetings of the Southern Trace Property Owners Association may be called at any time by the resolution of the Board of Representatives and held upon proper notice to the membership, not less than 2 weeks prior to such meeting.
3. Notice of Meetings. Written notice of any meeting of the Property Owners Association shall be given to each member by regular mail, personal delivery or mailbox drop, by an officer not less than 2 weeks prior to such meeting. The delivery shall be sent to the street address of that member's Southern Trace lot or at such other address as provided to the association by the member. Each lot represents one membership. In the event that ownership of any given lot rests in multiple parties in more than one household, the Association shall provide, at the Association's responsible discretion, one written notice to any of such persons whose names appear on the Warranty Deed or on file with the Association. If the purpose of the meeting described in the notice is an annual meeting of the Property Owners Association, it shall be so stated in the notice. If the meeting which is being called pursuant to said written notice is a special meeting, then the purpose of said special meeting shall be stated in the notice. Notice will be accompanied by appropriate explanation and proxy.
4. Voting. Each lot shall represent one vote by its member in the Property Owners Association. Any member(s) owning more than one lot at the time of a vote, shall be entitled to multiple votes equivalent to the number of lots owned at the time of the meeting. Every issue will be decided by a vote of the Property Owners Association membership during annual and special meetings.

5. Quorum. A quorum at any meeting of the Property Owners Association shall consist of members representing ownership of not less than sixty-five per-cent (65%) of those building lots in Southern Trace. A seventy-five per-cent(75%) majority vote of those voting lots represented by members present at the meeting or by proxy, shall be required to pass any resolution or resolve all other matters placed to a vote before the Property Owners Association membership.

6. Proxies. A member of the Property Owners Association may vote at any meeting of the Association by being present in person or by giving a written proxy bearing the member's original signature to some other person present at the meeting.

ARTICLE III OFFICERS

1. General Positions. The Property Owners Association shall elected and empower officers to serve their voted directives setforth herein. They shall consist of a President, Vice president, Secretary, and Treasurer. These four positions shall also constitute the Property Owners Association's Board of Representatives.

2. Officer's Powers of Service. The President or Vice president shall preside over all meetings of the Property Owners Association, and shall be authorized to call special meetings by the resolution of the Board of Representatives.

The Secretary shall maintain and record minutes of each meeting of the Property Owners Association and shall be responsible for preparation and mailing of proper notice, as required herein, of all meetings or other matters for which notice is required to membership.

The Treasurer shall be responsible for maintaining accurate books and records of the finances of the Property Owners Association.

3. Term of Service. Each officer shall serve in the position so elected for a period of one year. Officers shall be elected annually. Officers may serve consecutive terms if so nominated and elected.

4. Vacancies and Resignations. An officer may resign at any time, for any reason, by simply filing his or her written resignation with the President, or Vice President of the Property Owners Association. In the event a vacancy occurs by resignation or by circumstances beyond that officer's control, the position made vacant shall be filled with an appointment by a resolution from the remaining Board of Representatives, or by election during an annual or special meeting of the Property Owners Association whichever is the most feasible. The requirement to fill this vacated position shall take place prior to any other issue of business.. The person elected to fill such a vacancy shall serve out the remainder of the term vacated and shall step up in office as above described, as though originally elected for the full term.

5. Election. At each regular annual meeting of the Property Owners Association the membership will vote to elect the officers, as set forth herein.

6. Document signatures. Checks, notes, drafts and demands for money shall be signed by the Treasurer and two other officers of the Property Owners Association. Written instruments such as contracts required to conduct the duties of the Property Owners Association as set forth herein, shall be signed by the President or vice President and two other officers.

7. Removal. Officers of the Property Owners Association may be removed for cause by a vote during a special meeting as set forth herein, after proper notice of such meeting to the membership as set forth herein.

ARTICLE IV BOARD OF REPRESENTATIVES

1. Formation. The Property Owners Association shall elect and empower a Board of Representatives to serve their voted directives set forth herein. As the result of the election of Officers set forth herein, the Board of Representatives shall consist of the Property Owners Association's President, Vice President, Secretary and Treasurer.

2. Duties and powers of the Board Officers. The Board of Representatives shall prepare and propose an annual budget and the amount of annual assessments to the Property Owners Association membership. These must be submitted for amending and vote of final approval to the membership at an annual or special meeting as set forth herein.

The Board of Representatives shall have the authority to collect the annual assessments and have the further authority to initiate foreclosure on behalf of the Property Owners Association upon any liens created by past due, delinquent or unpaid assessments, as provided in the original Protective Covenants of Southern Trace.

The Board of Representatives shall be present for all meetings and resolutions of the Board of Representatives.

The Board of Representatives shall manage the recurring, day-to-day budget and maintenance affairs as determined by the Property Owners Association, not requiring a vote of the membership and not effecting the rights of the members. Any and all other issues that arise require a vote of the membership.

The Board of Representatives must make themselves available in a reasonable time to field other issues from a member(s). If it is determined, by resolution inside the Board of Representatives, that that issue(s) would require a vote of the membership then the Board of Representatives shall organize a meeting of the membership as prescribed herein.

3. Resolutions. The Board of Representatives shall meet anytime or by any means of their discretion to carry out these prescribed duties. All decisions and actions taken by the Board of Representatives shall be resolved by an affirmative majority vote of all the officers. Minutes of the officers' discussions are not required only a statement of their resolution. A dead-lock vote of resolution would require a vote from the membership.

ARTICLE V POWERS AND DUTIES OF PROPERTY OWNERS ASSOCIATION

The Property Owners Association shall have the duty and authority appointed by these Bylaws and/or the original Southern Trace Protective Covenants to perform the following:

1. Maintenance of all common areas of the Property Owners Association.
2. Determine and collect annual assessments.

3. Determine violations of the original Southern Trace Protective Covenants and recorded instruments or these Bylaws.

4. Pay common area utilities as needed.

5. In like matter to the Board of Representatives, the Property Owners Association may form other Committees to Perform specific or repetitive duties such as but not limited to; an Architectural Control Committee, a maintenance Committee, landscaping Committee, a social events Committee, a news letter Committee, a welcome wagon Committee, a Christmas decorations Committee, etc.

6. Perform the activities necessary to promote and preserve the integrity, safety and property values of the Southern Trace membership in a neighborly and appropriate manner.

7. Pay property taxes on common area if applicable.

8. Act as a mediator of fairness voting on the issues or disputes among the membership. Except they cannot infringe on the individual property or human rights of a property owner.

**ARTICLE VI
AMENDMENT AND EFFECTIVE DATE**

These By-laws may be adopted, amended or repealed at any meeting of the general membership by a vote of the members as set forth herein. These By-laws shall be in effective on the day and year indicated herein below and recorded with Benton County. Same being the date upon which these By-laws were approved by a vote of those persons eligible for membership in the Property Owners Association as set forth herein.

DATED this 19 day of FEB, 1999.

SOUTHERN TRACE
PROPERTY OWNERS ASSOCIATION

BY: [Signature] _____
PRESIDENT or VICE PRESIDENT
DATE 2-19-01

BY: [Signature] VP S/P OA _____
OFFICER
DATE 2/19/01

BY: [Signature] _____
OFFICER
DATE 2/19/01

Book/Pa: 2006/8514
Term/Cashier: CIRCLK02 / bstun
Tran: 3868.115871.322737
Recorded: 02-13-2006 14:14:04
DFE Deed
REC Recording Fee
\$ 17.00

Benton County, AR
I certify this instrument was filed on
02-13-2006 02:13:10 PM
and recorded in Deed Book
2006 at pages 8514 - 8517
Brenda DeShields-Circuit Clerk

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2009/26514
Term/Cashier: CASH3/NPETERS
06/05/2009 12:21:19PM
Tran: 76391
Total Fees: \$65.00
Book 2009 Page 26514
Recorded in the Above
DEED Book & Page
06/05/2009

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE SOUTHERN TRACE ADDITION TO
THE CITY OF ROGERS,
BENTON COUNTY, ARKANSAS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned lot owners hereby amend and restate the Bill of Assurances and protective Covenants to Southern Trace Addition which were recorded for record on May 10, 1996, in the Deeds and Mortgages division of the Benton County Circuit Clerks office as document No. 96 037571, and having obtained a majority consensus of the lot owners of the Southern Trace Addition, states as follows:

WHEREAS, the undersigned own lots in the Southern Trace Addition, hereinafter collectively referred to as "Owners;"

WHEREAS, The property subject hereto contains all that certain property located in Rogers, Benton County, Arkansas, known as Southern Trace Addition (hereafter the "Property") as appearing on that certain Plat recorded in the office of the Benton County Circuit clerk and Ex-Officio Recorder on the 26th day of December, 1995, in plat record 21L at page 223 of the Benton County Real Estate Records;

WHEREAS, the Owners desire to Amend and Restate the existing Southern Trace Bill of Assurances and Protective Covenants which presently govern the use of the subject property;

WHEREAS, the Owners desire to provide for the preservation and enhancement of value when and as the property is improved and desires to subject the Property to these Covenants as hereinafter set forth, each and all of which are hereby declared to be for the benefit of entire Property and each and every Owner of any and all parts thereof;

WHEREAS, the Owners have deemed it desirable for the efficient preservation of the values and amenities in the development to create or preserve an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereafter defined) and administering and enforcing the Covenants governing same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement; and

WHEREAS, the Owners presently control the Southern Trace Property Owners Association, Inc. (hereafter referred to as the "POA"), an Arkansas non-profit corporation, for the purpose of performing the above described functions and those that may hereafter be set forth.

NOW THEREFORE, the Owners hereby adopt and impose upon the property the Amended and Restated Covenants, Conditions and Restrictions stated herein and declare that the restated Declaration shall apply to all of the property of the Southern Trace Addition as covenants running with the land:

1. SCOPE OF APPLICATION.

These Covenants shall apply in their entirety to the Southern Trace Subdivision as platted and recorded as above referenced.

2. LAND USE AND BUILDING TYPES.

A. All lots shall be used for residential purposes, except those tracts of land specifically designated as "common areas" and Lots 12A and 16A. No platted lot may be split or subdivided without the prior written approval of the Southern Trace Architectural Control Committee (hereafter referred to as the ACC). The practice of any profession or the carrying on of any business or commercial activity is prohibited within the property. However, this restriction shall not be deemed to prohibit a resident or Owner from engaging in personal business or professional pursuits in a dwelling provided that: (1) the uses are incidental to the use of the dwelling as a residence; (2) the uses conform to all applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the lot by employees or members of the public; and (5) the uses do not interfere with residents' use and enjoyment of neighboring lots.

B. Plans and specifications of any proposed construction project or improvement shall be submitted to, and approved by, the ACC prior to commencement. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling. A cabana and/or detached garage (designed for not fewer than two cars) may be allowed as long as it is in keeping with the architectural design of said residence and approved by the ACC. Such out-building must be of a character and material consistent with the principal residence and the property. No other outbuildings will be permitted. If two or more adjacent lots have a common owner, then (subject to any applicable regulation or ordinance of the City of Rogers) the common lot line or lines of the lots may be considered to be removed and the lots considered as one for compliance. "Ground floor" shall mean heated and cooled living space on one level. The total heated living space of the main structure, exclusive of one-story porches and garages on one level, shall not be less than 2,750 square feet unless otherwise approved by the ACC. The ground floor of structures exceeding one story shall not be less than 1500 square feet. All garages shall have a minimum capacity of two (2) cars. No garage may be enclosed unless replaced by an additional 2-car garage and approved by the ACC.

C. In order to preserve, to the extent possible, the natural beauty of the property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the property and to protect and enhance the property, the Owners hereby create/ratify the Southern Trace Architectural Control Committee (ACC). Said Committee shall approve the details of construction plans, including placement of the dwelling on the lot. The ACC shall consist of five (5) persons who are resident homeowners in Southern Trace. Terms for those so serving shall be staggered and members of the ACC shall be appointed by the POA directors.

D. No building or improvement of any type shall be constructed, erected, placed or altered upon any lot or property within Southern Trace and no grading shall be commenced until the building plans and specifications, plot plan, including placement of the improvement upon the lot, the landscaping plan, and construction schedule have been approved by the ACC. Any modification to the exterior of any structure or improvement in a manner not previously approved by the ACC shall be submitted as provided above. Approval or disapproval of any plans must be given by the ACC within 15 business days from submission or same shall be deemed to have been approved. The ACC shall promulgate specifications for submissions, which shall be available to all prospective purchasers, their architects, and builders. Those specifications shall include, but not be limited to, the following:

- i. Exterior of any structure must be 75% brick or of similar material wall covering. All sides visable from the street must be brick or a similar material wall covering.

ii. Roof structures shall not be less than 10/12 pitch. All roofing material shall be architectural shingles with not less than 25 year warranty. Other materials may be used as approved by the ACC in its sole discretion.

iii. All driveways shall be concrete and shall be of adequate width to accommodate two or more automobiles (side by side). All garages and garage additions, whether attached or detached, shall have a concrete driveway.

iv. All lots must have sod installed in front and sides of the main dwelling. Other landscaping requirements shall be established by the ACC.

v. No outbuildings shall be permitted except detached garages, pool houses and playhouses. All such permitted outbuildings must be approved by the ACC.

vi. Tennis courts and similar recreational improvements are permitted in the addition. However, no tennis court lights may be installed without the prior, express consent of all adjoining lot owners.

E. All approvals shall be withheld until all submissions for a given project are in complete compliance with the applicable covenants. THE APPROVAL OF PLANS AND SPECIFICATIONS AS REQUIRED HEREIN IS FOR THE MUTUAL BENEFIT OF THE OWNERS WITHIN THE PROPERTY AND SHALL NOT BE CONSTRUED AS AN APPROVAL OR CERTIFICATION THAT SUCH PLANS AND SPECIFICATIONS ARE TECHNICALLY SOUND OR PROPERLY ENGINEERED.

F. Should an existing improvement, such as a sidewalk, driveway, curb, lawn, etc., be damaged or destroyed during any construction process, said improvement must be promptly restored in order to avoid any unsafe or unsightly conditions.

G. Construction of any structure or improvement shall be completed within a reasonable time, not to exceed 12 months after commencement. The projected completion date should accompany any plans submitted for ACC approval. The Owner shall also notify all adjacent property owners of the projected completion date.

H Unless otherwise stated in these Covenants, no mobile, modular, or prefabricated homes, trailers, tents, shack, or storage shed, of any kind, whether temporary or permanent, shall be placed or constructed upon any property within the above-described lands. Tents used for recreational purposes of a short duration shall be considered as excluded by this provision. All applicable building codes for the City of Rogers must be complied with. Any conflict between the city codes or ordinances of the city of Rogers and these Covenants or the specification of the ACC shall be resolved in favor of the more restrictive provisions.

3. GENERAL RESTRICTIONS.

A. No noxious or offensive activity and no commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Violations include, but are not limited to, barking dogs, foul odors, unsightly conditions, etc.

B. 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 docile and are not kept, bred or maintained for commercial purposes. Owners and residents are responsible for removal of all pet waste from the Property. Owners and residents shall not permit their pets to relieve themselves on common property or the property of others unless immediately and completely removed by the pet owner or responsible resident.

C. No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition. Containers for trash or garbage that is to be picked up on a regular basis may be placed in the open for access no earlier than twenty four (24) hours before such pick-up is scheduled. At all other times such containers must be stored in such a manner as to be shielded from view by adjoining property owners or from the street.

D. No building material of any kind or character shall be placed or stored upon any property until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. During construction all construction debris, refuse, and trash shall be confined in roll-off type containers so as to prevent same from blowing or scattering about the adjoining properties or the development. Such confinement and its location must be reflected in the submissions to the ACC and approved prior to construction.

E. No previously approved structure shall be used for any purpose other than that for which it was originally approved.

F. No vehicles may be parked on the streets of the Subdivision overnight. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by the occupants. At no time shall vehicles be parked on the grass of any lot or common area. Semi-trucks or commercial vehicles shall not park overnight in the subdivision.

G. No in-operative or junk vehicles shall be permitted to remain upon any lot or in any public street in said Subdivision.

H. Recreational and camping vehicles, utility trailers and boats may be stored and parked on lots so long as they are either parked behind the residential structure, guest house, or fence, or in or behind a garage. In no event shall the vehicles identified herein be readily visible from the street or adjoining lots. Screening walls and fences shall be constructed of brick, stone or decorative wood.

I. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so as to maintain the same in a neat and attractive manner. No debris shall be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot. The POA 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 ten days' notice in writing, from the POA to the owner, the owner has failed or neglected to do so, and the POA shall be entitled to a lien on such lot for the cost of such work.

J. No commercial or private farming will be allowed on any lot except that small backyard gardens shall be permitted when it is sized for the needs of the occupants of the lot. Such garden shall be maintained so that it does not appear unsightly or unkept.

K. The placement of satellite receiver dishes must be approved by the ACC. Under no circumstance shall any such device be placed in front of any residence in the property. Such devices may be placed beside a residence with proper screening approved by the ACC. Only the small satellite receiver dishes, measuring up to twenty four (24) inches in diameter will be approved. All such installations must be below eave height unless a variance is granted by the ACC.

L. There shall be no hunting, trapping, unnatural harm to animals nor any target or trap shooting within the Property.

M. Swimming pools must be ground level. Above ground pools are not permitted.

N. The approval requirements outlined in Section 2, above will also apply to fencing. Fencing of front yards is prohibited. Fencing on corner lots shall not extend beyond the front setback line of any adjoining property. All fencing must be decorative wood, wrought iron, and/or brick or stone masonry and not exceed six (6) feet in height. Fencing constructed using decorative wood must be maintained in such a way as to preserve original appearance. Other types of decorative fencing and retaining walls around swimming pools will be permitted subject to the approval of the ACC. No chain link metal fences shall be erected on said lots.

O. All exposed foundation or stem walls shall be covered by brick, stone or stucco. No concrete blocks, poured concrete or any other foundation material will be exposed.

P. Building setbacks, side yards and rear yard minimums shall adhere to requirements as set out by the City of Rogers and the plat of Southern Trace. Any waiver shall be approved in writing by the City of Rogers and the ACC.

Q. The ACC may waive, in a particular instance, the building material requirements or any other requirement set out in this subsection; provided, such waiver must be in writing to be valid and dated and signed by a majority of the ACC.

4. COMMON AREAS/FENCING

A. Unless otherwise noted herein, the POA shall be responsible for maintenance, repair and payment of taxes on the following areas hereinafter referred to as "Common Property" unless noted herein:

I. The fence and arch located adjacent to the North right-of-way of Arkansas Highway 94/West New Hope Rd.

ii. Lot 12A and 16A including the lake, and other improvements located therein.

Owners are to keep that portion of the common property fence which rests or borders their property, free of weeds, shrubs, vines or overgrowth. The fence shall sport a clean and consistent look.

5. MAIL RECEPTACLES.

The design and location of all mail receptacles shall conform to all United States Post Office rules and regulations and be approved by the ACC prior to installation.

6. PROPERTY OWNERS ASSOCIATION, MEMBERSHIP DUES AND CREATION OF LIENS.

A. For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in the development, the entrance, common exterior fencing, community swimming pool, recreation areas, club house, and drainage, if any of the above, and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property, each and every lot owner, in accepting a conveyance of any lot in this property, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Southern Trace Property Owners Association, a non-profit corporation, also referred to as, the POA. Each such member of the POA shall have one (1) vote for each lot owned within the Property.

B. The Southern Trace Property Owners Association may, by vote of the Members as provided in the Bylaws, levy assessments or dues against all lot owners in order to defray the costs of performing maintenance or repairs upon common property within the property. All property owners in the property shall pay the required dues to the Southern Trace Property Owners Association promptly when the same become due, and in the event of failure to pay the same promptly when the same become due, such dues shall constitute a lien upon the property owned by such owner in the Addition and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas. All delinquent assessments shall bear interest at the maximum rate permitted by Arkansas law at that time from the date the same become due until they are paid, and the association 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.

C. The liens herein created or retained for unpaid assessments or dues to the Southern Trace 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 addition 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.

7. SEWAGE DISPOSAL.

All plumbed improvements in the development shall be connected to the Rogers municipal sewage disposal system.

8. MAINTENANCE OF EASEMENTS.

Within a utility easement, no structure, planting or other material shall be place 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 owner of the lot, except for those improvements for which a public authority, or utility company is responsible.

9. SIGHT DISTANCE AT INTERSECTIONS.

No fence, wall hedge, or shrub that obstructs a sight-line at elevation between two (2) and six (6) feet above roadways shall be placed or permitted to remain or 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 streets 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.

10. SIGNS.

All signs are prohibited upon the Properties, except as approved by the ACC, and except:

A. Signs erected by the City of Rogers or Developer for dedication of streets, traffic control and directional purposes;

B. Signs of a temporary nature advertising property for sale which signs shall not exceed 9 square feet in area.

C. Signs erected by the POA advertising the name and entrance of the subdivision.

11. ADDITIONAL LANDS

Additional real property may be annexed to the property and subjected to the terms and conditions of these Covenants and the jurisdiction of the POA on approval of owners representing at least 65% of the Lots in Southern Trace Addition. Such annexation shall be accomplished by recording a Declaration of Annexation in the Benton County Real Estate Records.

12. REMEDIES FOR DEFAULT IN OBSERVANCE OF COVENANTS.

If the owner or occupant of any lot fails to observe any covenant and if the default continues after ten (10) days written notice to the owner, then the POA, their successors or assigns, may without liability to the owner or occupant 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 and healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable costs of such work and associated materials and impose upon said property a lien for such costs if same remain unpaid for a period of thirty (30) days. The owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay the statement immediately upon request. The Owner, or any other property owner within the Property, may bring any action provided by law, either at law or equity, for the enforcement of these Covenants.

13. TERM AND AMENDMENT 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 property shall be deemed to have agreed and covenanted with the owners of all other lots in this property 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 25 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for

successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the Property agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by instrument signed by the owners of 75% of the platted lots within the Development. 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.

14. RIGHT TO ENFORCE.

A. The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this property 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 property, 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 property. Any owner or owners of lots in this Property, or POA 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. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect.

B. The POA has the right to enter any part of the Property, including lots, to abate or remove any erection, thing, animal, person, vehicle, or condition that violates these Covenants. In exercising this right the POA, its Board and Officers, are not trespassing and are not liable for damages related to such abatement. The Board or Officers may levy the cost of abatement against the lot and its Owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the Board or Officers, the Owner will be provided fifteen (15) days written notice of the intent of the Board or Officers to exercise this self-help remedy. The foregoing notwithstanding, the POA may not demolish an item of substantial construction on a lot without judicial authorization.

15. SEVERABILITY.

Should any term or provision of these Covenants be deemed by any Court of competent jurisdiction to be invalid or unenforceable such provision shall be deemed to be severed and removed from these Covenants and such determination shall not affect the validity or enforceability of the remaining provisions of these Covenants.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this 2nd day of June, 2009.

THE SOUTHERN TRACE PROPERTY OWNERS ASSOCIATION

BY: [Signature]
President

Attested by: [Signature]
Secretary

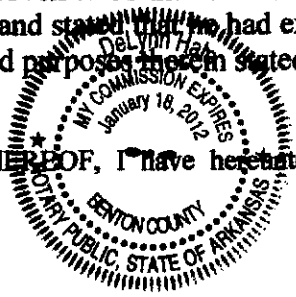
ACKNOWLEDGMENT

Book 2009 Page 26522
Recorded in the Above
DEED Book & Page
06/05/2009

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 Max Lytle AND Jill Redman to me well known or satisfactorily proven to be the Authorized agents of Southern Trace POA 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 2nd day of June, 2009.



Delynn Hale
NOTARY PUBLIC

My Commission Expires: 01-18-2012

INSERT NOTARIZED SIGNATURES HERE

SOUTHERN TRACE ADDITION

	<u>Print Name</u>	<u>Signature</u>
Lot # <u>21</u> , Section# <u>2</u>	<u>Vaughnita Withington, HARLAN WITHINGTON</u>	<u>Vaughnita Withington, Harlan Withington</u>
Lot # <u>18</u> , Section# <u>2</u>	<u>Lyle Rhodes</u>	<u>Lyle Rhodes</u>
Lot # <u>8</u> , Section# <u>21</u>	<u>MARK DYLER</u>	<u>Mark Dyer</u>
Lot # <u>20</u> , Section# <u>2</u>	<u>ALFRED RODRIGUEZ Jill Rodriguez</u>	<u>Alfred Rodriguez, Jill Rodriguez</u>
Lot # <u>15</u> , Section# <u>1</u>	<u>FRANCIS M HENDERSON SHIRLEY HENDERSON</u>	<u>Francis M Henderson, Shirley C Henderson</u>
Lot # <u>17</u> , Section# <u>2</u>	<u>GREGORY POMPER, SUZANNE POMPER</u>	<u>Gregory Pomper, Suzanne Pomper</u>
Lot # <u>9</u> , Section# <u>2</u>	<u>JAMES L. HARRIS</u>	<u>James L. Harris</u>
Lot # <u>7</u> , Section# <u>2</u>	<u>ROBERT E. GRASSLE</u>	<u>Robert E. Grassle</u>
Lot # <u>6</u> , Section# <u>1</u>	<u>Douglas Wade Fairbanks Heidi Lee Fairbanks</u>	<u>Douglas Wade Fairbanks Heidi Lee Fairbanks</u>
Lot # <u>19</u> , Section# <u>2</u>	<u>Kimela Ferrenberg-Utt JAMES R. UTT</u>	<u>Kimela Ferrenberg - Utt James R. Utt</u>
Lot # <u>12</u> , Section# <u>1</u>	<u>Anita D. Fomin</u>	<u>Anita D Fomin</u>
Lot # <u>5</u> , Section# <u>1</u>	<u>STEVE NOETZEL</u>	<u>Steve Noetzel</u>

ACKNOWLEDGMENT

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, Vaughnita Withington, Harlan Withington, Lyle Rhodes, Mark Dyer, Alfred Rodriguez, Jill Rodriguez, Francis M. Henderson, Shirley C. Henderson, Gregory Pomper, Suzanne Pomper, James L. Harris, Robert E. Grassle, Douglas Wade Fairbanks, Heidi Lee Fairbanks, Kimela Ferrenberg-Utt, James R. Utt, Anita D. Fomin, Steve Noetzel

_____ the above signed lot owners of Southern Trace Addition, to me well known or satisfactorily proven to be lot owners of the Southern Trace Addition, 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 11th day of May, 2009.

My Commission Expires:
JO LYNN SOLOMON
Notary Public-Arkansas
"Benton County"
My Commission Expires 12-27-2016
Commission # 12358554

Jo Lynn Solomon
NOTARY PUBLIC

SOUTHERN TRACE ADDITION

Book 2009 Page 26524
Recorded in the Above
DEED Book & Page
06/05/2009

Print Name

Signature

Lot # 2B, Section# 2

Lisa Anderson

Lisa Anderson

Lot # 16, Section# 2

Robert Haney

Robert A. Haney

Lot # 11, Section# 1

JOHN A. BARCLAY

John A. Barclay

Lot # 2, Section# 1

Scott A. CURNEL

Scott A. Curnel

Lot # 14, Section# 2

William T. Barnett

William T. Barnett

Lot # 3, Section# 1

Nancy Schneider

Nancy Schneider

Lot # 4, Section# 1

Mark Lee

Mark Lee

Lot # 13, Section# 2

David Silva
Laura Silva

David Silva
Laura Silva

Lot # 22, Section# 2

JONATHAN S. Nunley ms

Jonathan S. Nunley

Lot # , Section#

Lot # , Section#

Lot # , Section#

ACKNOWLEDGMENT

Benton County, AR
I certify this instrument was filed on
06/05/2009 12:22:20PM
and recorded in DEED Book
2009 at pages 0026514 - 0026524
Brenda DeShields-Circuit Clerk

STATE OF ARKANSAS)

)ss

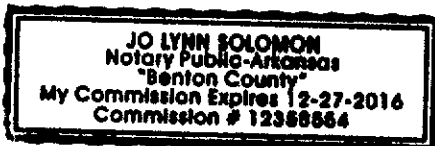
COUNTY OF BENTON)

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared, Lisa Anderson, Robert Haney, John A. Barclay, Scott A. Curnel, William T. Barnett, Nancy Schneider, Mark Lee, David Silva, Laura Silva, Jonathan S. Nunley

_____ the above signed lot owners of Southern Trace Addition, to me well known or satisfactorily proven to be lot owners of the Southern Trace Addition, 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 11th day of May, 2009.

My Commission Expires:



Jo Lynn Solomon
NOTARY PUBLIC