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Date 01/21/2014

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Filed & Recorded in

Official Records of

Faulkner County

RHONDA WHARTON

FAULKNER COUNTY CIRCUIT CLERK

Fees \$30.00

by

D. C.

SUMMERHILL PLACE SUBDIVISION
COVENANTS & RESTRICTIONS

The undersigned, SUMMERHILL PLACE SUBDIVISION, as owner of the hereinafter described lands and wishing to protect the buyers and owners thereof against the undesirable uses of residential property that detract from and cheapen a neighborhood, has caused the following covenants to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

1. AREA OF APPLICATIONS - These covenants shall apply to the following described lands situated in Faulkner County, Arkansas, to be known as SUMMERHILL PLACE SUBDIVISION:

Part of the SW1/4, SE1/4 and part of the SE1/4, SW1/4 of Section 3, T-6-N, R-14-W, Faulkner County, Arkansas being described as follows: Beginning at a Point 730.0 feet West of the SE Corner of said SW1/4, SE1/4; run thence West 702.55 feet; thence North 562.83 feet; thence N 89 degrees 40'37" E 110.68 feet; thence S 88 degrees 53' 30" E 591.99 feet; thence South 552.0 feet to the Point of Beginning, containing 9.0 acres, more or less.

2. STREETS - The grantor herein does hereby dedicate to the public forever an easement for roadway purposes over those streets shown upon the attached plat, to be used for public streets and roadways.

3. LOT AREA - Said lands shall be henceforth known as SUMMERHILL PLACE SUBDIVISION and will be subdivided into lots as shown on an unrecorded plat prepared by the undersigned. All buyers of tracts within the above-described lands shall be furnished with a copy of said plat. Said lands shall not be further subdivided into smaller tracts.

4. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless it is first approved by the Architectural Control Committee in the manner hereinafter set forth. No commercial activity shall be permitted upon said lands.

5. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 14 hereof.

6. BUILDING LOCATION - No building shall be located on any lot nearer than 50 feet to any front and back lot

line and nearer than 20 feet to any side lot line.

7. DWELLING QUALITY AND SIZE - No single family dwelling shall be permitted on any lot with less than 2,000 square feet of heat and cooled area. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

8. NUISANCE - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Under no circumstances will a vehicle being repaired, remodeled or unused be left out of an enclosed structure for more than 30 days. All recreation vehicles must have a parking pad behind the minimum building setback lines.

9. TEMPORARY STRUCTURES - No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. Any residence constructed upon said lands shall be completed within one year after construction is begun.

10. SIGNS - No sign of any kind shall be exposed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. LIVESTOCK - Cattle and horses shall be allowed upon said lands, but no more than one (1) head per each acre of enclosed grazing area shall be allowed. Also, fence containing cattle or horses must be built in a neat fashion and must be approved by the Architectural Control Committee before it is built. No other large animals or livestock of any kind shall be raised, kept, or bred 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 purpose and further provided that they are properly vaccinated, licensed, maintained, and restricted to your property so as to prevent their being or becoming a nuisance. Absolutely no poultry, swine or goats will be permitted on the property.

12. SEWAGE DISPOSAL FACILITIES - No sewage disposal facilities shall be installed in or to serve any residence or any lot subject to these covenants which do not comply with all standards thereof as set forth by the Arkansas State Health Department.

13. GARBAGE AND REFUSE DISPOSAL - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition. Automobiles not capable of use and intended to be used for transportation shall not be stored on the premises for longer than thirty (30) days.

14. UPKEEP OF LOTS - It shall be the duty and responsibility of the owner or owners of each lot or site, whether the same be improved or unimproved, occupied or unoccupied, to keep such premises clean and to cut the grass on the entire lot as often as shall be required to maintain the same in a reasonable clean and neat condition. At no time is the lot to be allowed to grow in a manner that is undesirable to the neighborhood. During construction Landowner is to periodically see to proper containment & disposal of construction debris & after completion final debris to be moved within 30 days. Any owner or owners who shall fail to comply with provisions of this section shall be notified in writing by the Architectural Control Committee of such failure. If such owner or owners fail to clean and/or mow the said site within ten days after the date of said notice the Architectural Control Committee shall create a valid and enforceable lien upon such lot or site.

15. SIGHT DISTANCE AT INTERSECTION. No fences, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight line limitation shall apply to any lot within ten feet from the intersection of a street property line and the edge of a drive. No tree shall be permitted to remain within such distances of such aforementioned intersections unless the foliage line is maintained at such a height as to prevent obstruction of such sight line.

16. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 15 hereof.

17 ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee is composed of Carlton Burnett, Sharon Burnett, Joe Gordon, Barbara Lorenz, Ron McAlister and Terry Jones. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore it to any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days plans and specification which have been submitted to it, or in any event, if no suit to enjoin the constructions or maintenance of any given improvement has been commenced within ninety (90)

days after the completion of said improvements, approval will be deemed granted, and the related covenants shall be deemed to have been fully complied with.

18. TERM - These covenants and restrictions shall run with the land and shall be binding on all parties on all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT - Enforcement shall be by proceedings at law or, in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

20. SEVERABILITY - Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

21. FUTURE AGREEMENTS - No portion of these covenants and restrictions shall be waived or amended without the consent of 75% in area of the then-owners of lands within the subject lands.

Tracy McAllister
Buyer

Buyer

SUMMER HILL PLACE

BY: Carlton Burnett

Seller

BY: Sharon Burnett

Seller

ACKNOWLEDGEMENT

State of Arkansas

County of: Faulkner

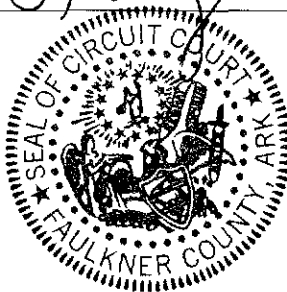
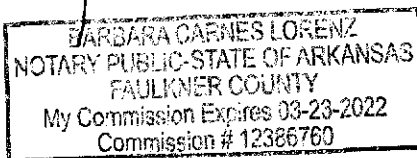
On this the 21st day of January, 2014, before me, the undersigned officer, personally appeared

Tracy McAllister, Carlton Burnett and Sharon Burnett

Personally known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the consideration, uses and purposes therein mentioned and set forth.

In witness whereof, I have hereunto set my hand and official seal this 21st day of January, 2014.

Notary Public



CERTIFICATE OF RECORD
Doc#2014- 912

01/21/2014

02:51:10 PM

Filed and Recorded in Official Records of
FAULKNER COUNTY

RHONDA WHARTON

FAULKNER COUNTY CIRCUIT CLERK

by [Signature]

D.C.

4
Curtain
Burnett

08743

Doc#2012- 8607
Date 05/24/2012
09:27:21 AM
Filed & Recorded in 368401
Official Records of
Faulkner County
RHONDA WHARTON
FAULKNER COUNTY CIRCUIT CLERK
Fees \$30.00
by mw D.C.

SUMMERHILL PLACE SUBDIVISION COVENANTS & RESTRICTIONS

The undersigned, SUMMERHILL PLACE SUBDIVISION, as owner of the hereinafter described lands and wishing to protect the buyers and owners thereof against the undesirable uses of residential property that detract from and cheapen a neighborhood, has caused the following covenants to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

1. AREA OF APPLICATIONS - These covenants shall apply to the following described lands situated in Faulkner County, Arkansas, to be known as SUMMERHILL PLACE SUBDIVISION:

All that certain parcel of land as part of the Southwest quarter and part of the Southeast quarter Southwest quarter of Section 4, Township 6 North, Range 14 West, situated in the county of Faulkner and State of Arkansas being known and designated as follows: Beginning at the Southwest corner of said Southwest quarter Southeast quarter run, thence North 89 degrees 02 minutes 26 seconds East along the South line of said Section 4, 259.80 feet; thence North 477.62 feet to a point on the centerline of Slatey Ford Road; thence South 88 degrees 46 minutes 34 seconds West along said centerline 132.78 feet to the centerline of a 30 foot ingress egress easement; thence South 13 degrees 09 minutes 41 seconds West along said centerline of 30 foot easement of 124.03 feet; South 35 degrees 27 minutes 37 seconds West 59.72 feet; thence South 67 degrees 30 minutes 39 seconds West 206.57 feet; thence leaving said centerline of 30 foot easement South 08 degrees 19 minutes 49 seconds West 208.99 feet to a point on the South line of said Section 4; thence North 89 degrees 02 minutes 26 seconds East along said South line 140.37 feet to the point of beginning.

2. STREETS - The grantor herein does hereby dedicate to the public forever an easement for roadway purposes over those streets shown upon the attached plat, to be used for public streets and roadways.

3. LOT AREA - Said lands shall be henceforth known as SUMMERHILL PLACE SUBDIVISION and will be subdivided into lots as shown on an unrecorded plat prepared by the undersigned. All buyers of tracts within the above-described lands shall be furnished with a copy of said plat. Said lands shall not be further subdivided into smaller tracts.

4. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless it is first approved by the Architectural Control Committee in the manner hereinafter set forth. No commercial activity shall be permitted upon said lands.

5. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design

with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 14 hereof.

6. BUILDING LOCATION - No building shall be located on any lot nearer than 50 feet to any front and back lot line and nearer than 20 feet to any side lot line.

7. DWELLING QUALITY AND SIZE - No single family dwelling shall be permitted on any lot with less than 2,000 square feet of heat and cooled area. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

8. NUISANCE - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Under no circumstances will a vehicle being repaired, remodeled or unused be left out of an enclosed structure for more than 30 days. All recreation vehicles must have a parking pad behind the minimum building setback lines.

9. TEMPORARY STRUCTURES - No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. Any residence constructed upon said lands shall be completed within one year after construction is begun.

10. SIGNS - No sign of any kind shall be exposed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. LIVESTOCK - Cattle and horses shall be allowed upon said lands, but no more than one (1) head per each acre of enclosed grazing area shall be allowed. Also, fence containing cattle or horses must be built in a neat fashion and must be approved by the Architectural Control Committee before it is built. No other large animals or livestock of any kind shall be raised, kept, or bred 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 purpose and further provided that they are properly vaccinated, licensed, maintained, and restricted to your property so as to prevent their being or becoming a nuisance. Absolutely no poultry, swine or goats will be permitted on the property.

12. SEWAGE DISPOSAL FACILITIES - No sewage disposal facilities shall be installed in or to serve any residence or any lot subject to these covenants which do not comply with all standards thereof as set forth by the Arkansas State Health Department.

13. GARBAGE AND REFUSE DISPOSAL - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers, and all incinerators or other

equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition. Automobiles not capable of use and intended to be used for transportation shall not be stored on the premises for longer than thirty (30) days.

14. UPKEEP OF LOTS - It shall be the duty and responsibility of the owner or owners of each lot or site, whether the same be improved or unimproved, occupied or unoccupied, to keep such premises clean and to cut the grass on the entire lot as often as shall be required to maintain the same in a reasonable clean and neat condition. At no time is the lot to be allowed to grow in a manner that is undesirable to the neighborhood. During construction Landowner is to periodically see to proper containment & disposal of construction debris & after completion final debris to be moved within 30 days. Any owner or owners who shall fail to comply with provisions of this section shall be notified in writing by the Architectural Control Committee of such failure. If such owner or owners fail to clean and/or mow the said site within ten days after the date of said notice the Architectural Control Committee shall create a valid and enforceable lien upon such lot or site.

15. SIGHT DISTANCE AT INTERSECTION. No fences, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight line limitation shall apply to any lot within ten feet from the intersection of a street property line and the edge of a drive. No tree shall be permitted to remain within such distances of such aforementioned intersections unless the foliage line is maintained at such a height as to prevent obstruction of such sight line.

16. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 15 hereof.

17 ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee is composed of Carlton Burnett, Sharon Burnett, Joe Gordon, Barbara Lorenz, Ron McAlister and Terry Jones. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore it to any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days plans and specification which have been submitted to it, or in any event, if no

suit to enjoin the constructions or maintenance of any given improvement has been commenced within ninety (90) days after the completion of said improvements, approval will be deemed granted, and the related covenants shall be deemed to have been fully complied with.

18. TERM - These covenants and restrictions shall run with the land and shall be binding on all parties on all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT - Enforcement shall be by proceedings at law or, in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

20. SEVERABILITY - Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

21. FUTURE AGREEMENTS - No portion of these covenants and restrictions shall be waived or amended without the consent of 75% in area of the then-owners of lands within the subject lands.

By Carlton Burnett
Seller

SUMMER HILL PLACE
Sharon Burnett
Seller

By [Signature]
Buyer

[Signature]
Buyer

ACKNOWLEDGEMENT

State of Arkansas

County of: Faulkner

On this the 9th day of February, 2012, before me, the undersigned officer, personally appeared

Michael J. Parks and Sandra A. Parks and Carlton Burnett and Sharon Burnett

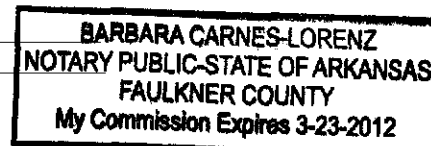
Personally known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the consideration, uses and purposes therein mentioned and set forth.

In witness whereof, I have hereunto set my hand and official seal this 9th day of February, 2012.

Notary Public

My Commission Expires:

Barbara Carnes Lorenz
3/23/12



CERTIFICATE OF RECORD
Doc#2012- 8607

05/24/2012

09:27:21 AM

Filed and Recorded in Official Records of
FAULKNER COUNTY

RHONDA WARDON

FAULKNER COUNTY CIRCUIT CLERK

[Signature]

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Fidelity

13045

Doc#2011- 12854

Date 08/11/2011

11:22:50 AM

Filed & Recorded in

Official Records of

Faulkner County

RHONDA WHARTON

FAULKNER COUNTY CIRCUIT CLERK

Fees \$45.00

by

38976
D.C.

**SUMMER HILL PLACE COUNTRY ESTATES
COVENANTS & RESTRICTIONS**

The undersigned, SUMMER HILL PLACE, as owner of the hereinafter described lands and wishing to protect the buyers and owners thereof against the undesirable uses of residential property that detract from and cheapen a neighborhood, has caused the following covenants to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

1. AREA OF APPLICATIONS - These covenants shall apply to the following described lands situated in Faulkner County, Arkansas, to be know as SUMMER HILL PLACE SUBDIVISION:

See Attached for legal description

2. STREETS - The grantor herein does hereby dedicate to the public forever an easement for roadway purposes over those streets shown upon the attached plat, to be used for public streets and roadways.

3. LOT AREA - Said lands shall be henceforth known as SUMMER HILL PLACE SUBDIVISION and will be subdivided into lots as shown on an unrecorded plat prepared by the undersigned. All buyers of tracts within the above-described lands shall be furnished with a copy of said plat. Said lands shall not be further subdivided into smaller tracts.

4. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless it is first approved by the Architectural Control Committee in the manner hereinafter set forth. No commercial activity shall be permitted upon said lands.

5. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 14 hereof.

Sub lbg

6. BUILDING LOCATION - No building shall be located on any lot nearer than 50 feet to any front and back lot line and nearer than 20 feet to any side lot line.

7. DWELLING QUALITY AND SIZE - No single family dwelling shall be permitted on any lot with less than 2,000 square feet of heat and cooled area. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

8. NUISANCE - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Under no circumstances will a vehicle being repaired, remodeled or unused be left out of an enclosed structure for more than 30 days. All recreation vehicles must have a parking pad behind the minimum building setback lines.

9. TEMPORARY STRUCTURES - No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. Any residence constructed upon said lands shall be completed within one year after construction is begun.

10. LIVESTOCK - Cattle and horses shall be allowed upon said lands but no more than one head per 1 1/2 acre of enclosed grazing area shall be allowed. Also, fence containing cattle or horses must be built in a neat fashion and must be approved by the Architectural Control Committee before it is built. No other large animals or livestock of any kind shall be raised, kept, or bred 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 purpose and further provided that they are properly vaccinated, licensed, maintained, and restricted to your property so as to prevent their being or becoming a nuisance. Absolutely no poultry, swine or goats will be permitted on the property.

11. SIGNS - No sign of any kind shall be exposed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. SEWAGE DISPOSAL FACILITIES - No sewage disposal facilities shall be installed in or to serve any residence or any lot subject to these covenants which do not comply with all standards thereof as set forth by the Arkansas State Health Department.

Sub Lbz

13. GARBAGE AND REFUSE DISPOSAL - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition. Automobiles not capable of use and intended to be used for transportation shall not be stored on the premises for longer than thirty (30) days.

14. UPKEEP OF LOTS - It shall be the duty and responsibility of the owner or owners of each lot or site, whether the same be improved or unimproved, occupied or unoccupied, to keep such premises clean and to cut the grass on the entire lot as often as shall be required to maintain the same in a reasonable clean and neat condition. At no time is the lot to be allowed to grow in a manner that is undesirable to the neighborhood. During construction Landowner is to periodically see to proper containment & disposal of construction debris & after completion final debris to be moved within 30 days. Any owner or owners who shall fail to comply with provisions of this section shall be notified in writing by the Architectural Control Committee of such failure. If such owner or owners fail to clean and/or mow the said site within ten days after the date of said notice the Architectural Control Committee shall create a valid and enforceable lien upon such lot or site.

15. SIGHT DISTANCE AT INTERSECTION. No fences, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight line limitation shall apply to any lot within ten feet from the intersection of a street property line and the edge of a drive. No tree shall be permitted to remain within such distances of such aforementioned intersections unless the foliage line is maintained at such a height as to prevent obstruction of such sight line.

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By [Signature]

17 ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee is composed of Carlton Burnett, Sharon Burnett, Joe Gordon, Barbara Lorenz, Sam Martin and Ron McCallister. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore it to any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days plans and specification which have been submitted to it, or in any event, if no suit to enjoin the constructions or maintenance of any given improvement has been commenced within ninety (90) days after the completion of said improvements, approval will be deemed granted, and the related covenants shall be deemed to have been fully complied with.

18. TERM - These covenants and restrictions shall run with the land and shall be binding on all parties on all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT - Enforcement shall be by proceedings at law or, in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

20. SEVERABILITY - Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

21. FUTURE AGREEMENTS - No portion of these covenants and restrictions shall be waived or amended without the consent of 75% in area of the then-owners of lands within the subject lands.

SUMMER HILL PLACE SUBDIVISION

BY:


Carlton Burnett aka W. Carlton Burnett

Seller James Carlton Burnett

BY:


Sharon Burnett

Seller

X 

Buyer

X 

Buyer



17 ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee is composed of Carlton Burnett, Sharon Burnett, Joe Gordon, Barbara Lorenz, Sam Martin and Ron McCallister. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore it to any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days plans and specification which have been submitted to it, or in any event, if no suit to enjoin the constructions or maintenance of any given improvement has been commenced within ninety (90) days after the completion of said improvements, approval will be deemed granted, and the related covenants shall be deemed to have been fully complied with.

18. TERM - These covenants and restrictions shall run with the land and shall be binding on all parties on all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT - Enforcement shall be by proceedings at law or, in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

20. SEVERABILITY - Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

21. FUTURE AGREEMENTS - No portion of these covenants and restrictions shall be waived or amended without the consent of 75% in area of the then-owners of lands within the subject lands.

SUMMER HILL PLACE SUBDIVISION

BY:

Carlton Burnett aka W. Carlton Burnett

Seller James Carlton Burnett

BY:

Sharon Burnett

Seller

Buyer

Buyer

Acknowledgement

State of Arkansas
County of Faulkner

On this the 16th day of June 2011, before me, the undersigned officer, personally appeared Carlton Burnett aka W. Carlton Burnett and Sharon Burnett and _____

_____ known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

BARBARA CARNES-LORENZ
NOTARY PUBLIC-STATE OF ARKANSAS
FAULKNER COUNTY
My Commission Expires 3-23-2012

Barbara Carnes Lorenz
Notary Public
My Commission Expires: 3/23/12

Sub
lbg

Acknowledgement

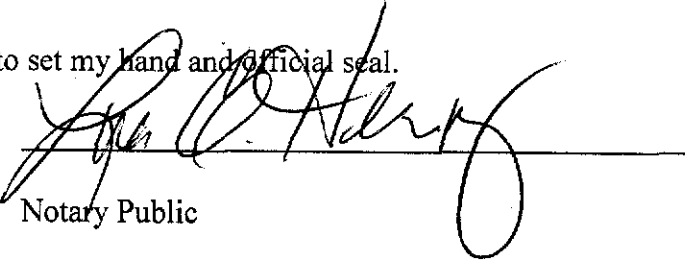
State of Arkansas

County of Faulkner

On this the 29 day of July, 2011, before me the undersigned officer, personally appeared James Carlton Burnett, Gary William Giffey and Linda Kay Giffey

_____ known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

CERTIFICATE OF RECORD

Doc#2011- 12854

08/11/2011

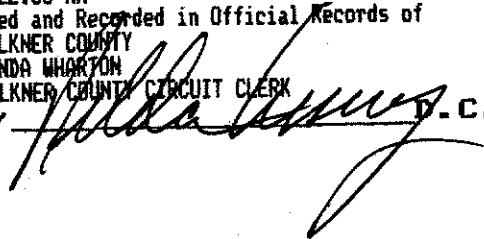
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Filed and Recorded in Official Records of

FAULKNER COUNTY

RHONDA WHARTON

FAULKNER COUNTY CIRCUIT CLERK

by 

D.C.



⑧ Fidelity 13045
Fidelity

14806

Doc#2011- 12854
Date 08/11/2011
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RHONDA WHARTON
FAULKNER COUNTY CIRCUIT CLERK
Fees \$45.00
by D.C.

358976

Doc#2011- 14594
Date 09/13/2011
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Filed & Recorded in
Official Records of
Faulkner County
FAULKNER COUNTY CIRCUIT CLERK
Fees \$30.00
by D.C.

358293

SUMMER HILL PLACE COUNTRY HOMES TRACT
COVENANTS & RESTRICTIONS

This Covenants & Restrictions is being re-recorded to add the legal description. The undersigned, SUMMER HILL PLACE, as owner of the hereinafter described lands and wishing to protect the buyers and owners thereof against the undesirable uses of residential property that detract from and cheapen a neighborhood, has caused the following covenants to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

1. AREA OF APPLICATIONS - These covenants shall apply to the following described lands situated in Faulkner County, Arkansas, to be know as SUMMER HILL PLACE SUBDIVISION:

See Attached for legal description

2. STREETS - The grantor herein does hereby dedicate to the public forever an easement for roadway purposes over those streets shown upon the attached plat, to be used for public streets and roadways.
3. LOT AREA - Said lands shall be henceforth known as SUMMER HILL PLACE SUBDIVISION and will be subdivided into lots as shown on an unrecorded plat prepared by the undersigned. All buyers of tracts within the above-described lands shall be furnished with a copy of said plat. Said lands shall not be further subdivided into smaller tracts.
4. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless it is first approved by the Architectural Control Committee in the manner hereinafter set forth. No commercial activity shall be permitted upon said lands.
5. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 14 hereof.

Sub lbg

6. BUILDING LOCATION - No building shall be located on any lot nearer than 50 feet to any front and back lot line and nearer than 20 feet to any side lot line.
7. DWELLING QUALITY AND SIZE - No single family dwelling shall be permitted on any lot with less than 2,000 square feet of heat and cooled area. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.
8. NUISANCE - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Under no circumstances will a vehicle being repaired, remodeled or unused be left out of an enclosed structure for more than 30 days. All recreation vehicles must have a parking pad behind the minimum building setback lines.
9. TEMPORARY STRUCTURES - No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. Any residence constructed upon said lands shall be completed within one year after construction is begun.
10. LIVESTOCK - Cattle and horses shall be allowed upon said lands but no more than one head per 1 1/2 acre of enclosed grazing area shall be allowed. Also, fence containing cattle or horses must be built in a neat fashion and must be approved by the Architectural Control Committee before it is built. No other large animals or livestock of any kind shall be raised, kept, or bred 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 purpose and further provided that they are properly vaccinated, licensed, maintained, and restricted to your property so as to prevent their being or becoming a nuisance. Absolutely no poultry, swine or goats will be permitted on the property.
11. SIGNS - No sign of any kind shall be exposed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. SEWAGE DISPOSAL FACILITIES - No sewage disposal facilities shall be installed in or to serve any residence or any lot subject to these covenants which do not comply with all standards thereof as set forth by the Arkansas State Health Department.

Sub Lbz

13. GARBAGE AND REFUSE DISPOSAL - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition. Automobiles not capable of use and intended to be used for transportation shall not be stored on the premises for longer than thirty (30) days.

14. UPKEEP OF LOTS - It shall be the duty and responsibility of the owner or owners of each lot or site, whether the same be improved or unimproved, occupied or unoccupied, to keep such premises clean and to cut the grass on the entire lot as often as shall be required to maintain the same in a reasonable clean and neat condition. At no time is the lot to be allowed to grow in a manner that is undesirable to the neighborhood. During construction Landowner is to periodically see to proper containment & disposal of construction debris & after completion final debris to be moved within 30 days. Any owner or owners who shall fail to comply with provisions of this section shall be notified in writing by the Architectural Control Committee of such failure. If such owner or owners fail to clean and/or mow the said site within ten days after the date of said notice the Architectural Control Committee shall create a valid and enforceable lien upon such lot or site.

15. SIGHT DISTANCE AT INTERSECTION. No fences, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight line limitation shall apply to any lot within ten feet from the intersection of a street property line and the edge of a drive. No tree shall be permitted to remain within such distances of such aforementioned intersections unless the foliage line is maintained at such a height as to prevent obstruction of such sight line.

16. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 15 hereof.

Sup lbg

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18. TERM - These covenants and restrictions shall run with the land and shall be binding on all parties on all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT - Enforcement shall be by proceedings at law or, in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

20. SEVERABILITY - Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

21. FUTURE AGREEMENTS - No portion of these covenants and restrictions shall be waived or amended without the consent of 75% in area of the then-owners of lands within the subject lands.

SUMMER HILL PLACE SUBDIVISION

BY:

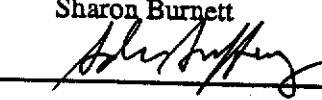

Carlton Burnett aka W. Carlton Burnett

Seller James Carlton Burnett

BY:


Sharon Burnett

Seller

X 

Buyer

X 
Linda Kay Guffey

Buyer



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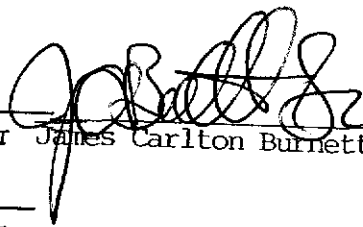
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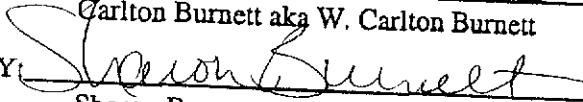
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SUMMER HILL PLACE SUBDIVISION

BY: 
Carlton Burnett aka W. Carlton Burnett


Seller James Carlton Burnett

BY: 
Sharon Burnett

Seller

Buyer

Buyer

Acknowledgement

State of Arkansas
County of Faulkner

On this the 16th day of June 2011, before me, the undersigned officer, personally appeared Carlton Burnett aka W. Carlton Burnett and Sharon Burnett and

_____ known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

BARBARA CARNES-LORENZ
NOTARY PUBLIC-STATE OF ARKANSAS
FAULKNER COUNTY
My Commission Expires 3-23-2012

Barbara Carnes Lorenz
Notary Public
My Commission Expires: 3/23/12

Sub
lky

Acknowledgement

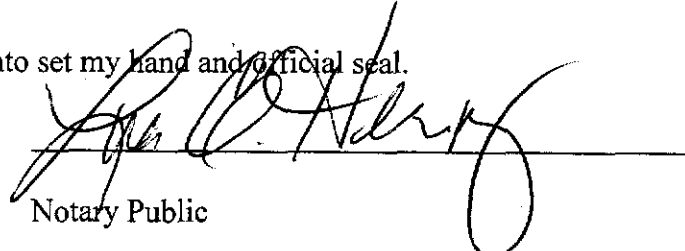
State of Arkansas

County of Faulkner

On this the 29 day of July, 2011, before me the undersigned officer, personally appeared James Carlton Burnett, Gary William Giffey and Linda Kay Giffey

_____ known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

CERTIFICATE OF RECORD
Doc#2011- 12884

08/11/2011

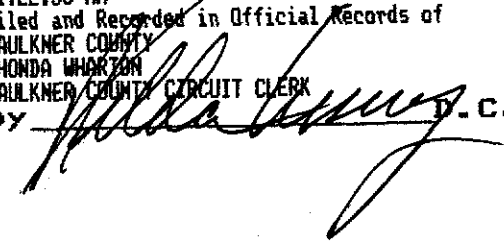
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Filed and Recorded in Official Records of

FAULKNER COUNTY

RHONDA WHARTON

FAULKNER COUNTY CIRCUIT CLERK

by 

D.C.



EXHIBIT A

TRACT A, SUMMER HILL PACE SUBDIVISION, RECORDED IN PLAT BOOK K, PAGE 218, PLAT RECORDS OF FAULKNER COUNTY, ARKANSAS; HAVING BEEN DESCRIBED PRIOR TO SAID PLAT AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER SOUTHEAST QUARTER; THENCE WEST 730.0 FEET; THENCE NORTH 417.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 135.0 FEET; THENCE EAST 458.0 FEET; THENCE SOUTH 51 DEGREES 32 MINUTES 47 SECONDS EAST 217.08 FEET; THENCE WEST 628.0 FEET TO THE POINT OF BEGINNING. RESERVING THE NORTH AND EAST 25.0 FEET FOR ROAD PURPOSES.

ALSO:

A PART OF THE SW 1/4 SE 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF THE SW 1/4 SE 1/4; THENCE NORTH 87 DEGREES 52 MINUTES 31 SECONDS WEST, 522.00 FEET ALONG THE SOUTH LINE OF SAID SW 1/4 SE 1/4 TO A SET 1/2 INCH IRON FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE NORTH 87 DEGREES 52 MINUTES 31 SECONDS WEST, 208.00 FEET TO A SET 1/2 INCH IRON; THENCE LEAVING SAID SOUTH LINE NORTH 2 DEGREES 07 MINUTES 06 SECONDS EAST, 417.00 FEET TO A SET 1/2 INCH IRON; THENCE SOUTH 88 DEGREES 01 MINUTES 31 SECONDS EAST, 208.22 FEET TO AN EXISTING 5/8" IRON; THENCE SOUTH 2 DEGREES 08 MINUTES 52 SECONDS WEST, 417.55 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO 50 FOOT RIGHT OF WAY FOR SUMMER HILL DRIVE ALONG THE SOUTH SIDE.

CERTIFICATE OF RECORD
Doc#2011- 14594

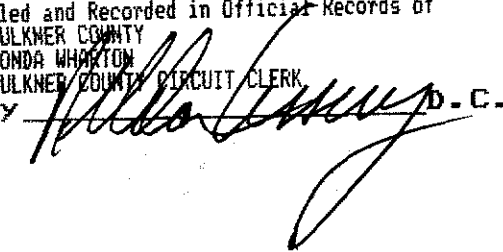
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Filed and Recorded in Official Records of
FAULKNER COUNTY

RHONDA WHARTON

FAULKNER COUNTY CIRCUIT CLERK

by  D.C.

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Doc#2006- 6444

Date 03/21/2006

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Filed & Recorded in

Official Records of

Faulkner County

SHARON FLETCHER

FAULKNER COUNTY CIRCUIT CLERK

Fees \$22.00

by CLM

D. C.

268700

SUMMER HILL PLACE COUNTRY ESTATES COVENANTS & RESTRICTIONS

The undersigned, SUMMER HILL PLACE, as owner of the hereinafter described lands and wishing to protect the buyers and owners thereof against the undesirable uses of residential property that detract from and cheapen a neighborhood, has caused the following covenants to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

1. AREA OF APPLICATIONS - These covenants shall apply to the following described lands situated in Faulkner County, Arkansas, to be know as SUMMER HILL PLACE SUBDIVISION:

See Attached for Legal

2. STREETS - The grantor herein does hereby dedicate to the public forever an easement for roadway purposes over those streets shown upon the attached plat, to be used for public streets and roadways.

3. LOT AREA - Said lands shall be henceforth known as SUMMER HILL PLACE SUBDIVISION and will be subdivided into lots as shown on an unrecorded plat prepared by the undersigned. All buyers of tracts within the above-described lands shall be furnished with a copy of said plat. Said lands shall not be further subdivided into smaller tracts.

4. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless it is first approved by the Architectural Control Committee in the manner hereinafter set forth. No commercial activity shall be permitted upon said lands.

5. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 14 hereof.

6. **BUILDING LOCATION** - No building shall be located on any lot nearer than 50 feet to any front and back lot line and nearer than 20 feet to any side lot line.
7. **DWELLING QUALITY AND SIZE** - No single family dwelling shall be permitted on any lot with less than 2,000 square feet of heat and cooled area. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.
8. **NUISANCE** - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Under no circumstances will a vehicle being repaired, remodeled or unused be left out of an enclosed structure for more than 30 days. All recreation vehicles must have a parking pad behind the minimum building setback lines.
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11. **SIGNS** - No sign of any kind shall be exposed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. **SEWAGE DISPOSAL FACILITIES** - No sewage disposal facilities shall be installed in or to serve any residence or any lot subject to these covenants which do not comply with all standards thereof as set forth by the Arkansas State Health Department.

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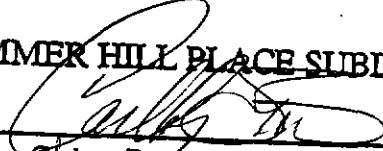
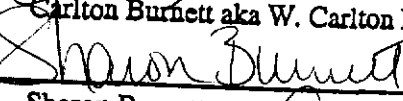
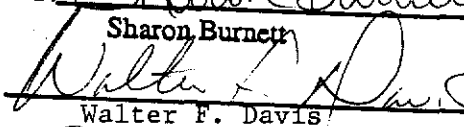
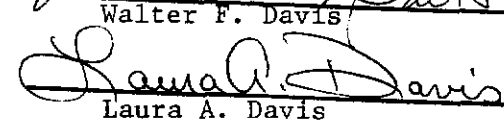
18. TERM - These covenants and restrictions shall run with the land and shall be binding on all parties on all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT - Enforcement shall be by proceedings at law or, in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

20. SEVERABILITY - Invalidity of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

21. FUTURE AGREEMENTS - No portion of these covenants and restrictions shall be waived or amended without the consent of 75% in area of the then-owners of lands within the subject lands:

SUMMER HILL PLACE SUBDIVISION

BY: 	
Carlton Burnett aka W. Carlton Burnett	Seller
BY: 	
Sharon Burnett	Seller
	
Walter F. Davis	Buyer
	
Laura A. Davis	Buyer

State of Arkansas
County of Faulkner

On this the 16th day of March 2006 before me, the undersigned officer, personally appeared Carlton Burnett aka W. Carlton Burnett and Sharon Burnett and Walter F. Davis and Laura A. Davis known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal

BARBARA CARNES • LORENZ
NOTARY PUBLIC-STATE OF ARKANSAS
FAULKNER COUNTY
My Commission Expires 3-23-2012

Barbara Carnes Lorenz
Notary Public

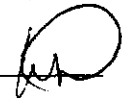
My Commission Expires: 3/23/12

Exhibit "A" Legal

SE1/4 NW1/4 Section 3, Township 6 North, Range 14 West, Faulkner County, Arkansas

Also: An Easement over and across the following described property. An easement for Ingress and egress over and across part of the NE1/4 SW1/4 Section 3, Township 6 North, Range 14 West, Faulkner County, Arkansas described as beginning at the Northeast corner of said NE1/4 SW1/4; run thence South 89 degrees 46 minutes 34 seconds West along the North line of said NE1/4 SW1/4 50 feet; run thence South 00 degrees 05 minutes 11 seconds East to the North Right of Way of Summer Hill Drive; Run Southeasterly along said Right of Way to a point South 89 degrees 46 minutes 34 seconds West 26.69 feet from the East line of said NE1/4 SW1/4; run thence North 89 degrees 46 minutes 34 seconds East 26.69 feet to a point on the East line of said NE1/4 SW1/4; thence North 0 degrees 05 minutes 11 seconds West along said East line 652.11 feet to the point of beginning.

Initial



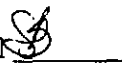
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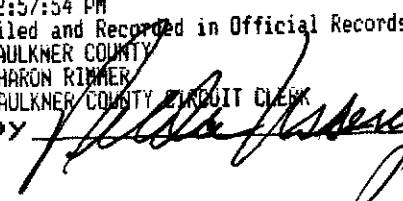


CERTIFICATE OF RECORD
Doc#2006- 6444

03/21/2006
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Filed and Recorded in Official Records of
FAULKNER COUNTY

SHARON RIMMER
FAULKNER COUNTY CIRCUIT CLERK

by  D.C.

006293

Doc#2006- 6217

Date 03/17/2006

03:33:34 PM

Filed & Recorded in

Official Records of

Faulkner County

SHARON KIMMER

FAULKNER COUNTY CIRCUIT CLERK

Fees \$23.00

by

alm

D. C.

268579

SUMMER HILL PLACE COUNTRY ESTATES COVENANTS & RESTRICTIONS

The undersigned, SUMMER HILL PLACE, as owner of the hereinafter described lands and wishing to protect the buyers and owners thereof against the undesirable uses of residential property that detract from and cheapen a neighborhood, has caused the following covenants to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

1. AREA OF APPLICATIONS - These covenants shall apply to the following described lands situated in Faulkner County, Arkansas, to be know as SUMMER HILL PLACE SUBDIVISION:

See Attached for Legal

2. STREETS - The grantor herein does hereby dedicate to the public forever an easement for roadway purposes over those streets shown upon the attached plat, to be used for public streets and roadways.

3. LOT AREA - Said lands shall be henceforth known as SUMMER HILL PLACE SUBDIVISION and will be subdivided into lots as shown on an unrecorded plat prepared by the undersigned. All buyers of tracts within the above-described lands shall be furnished with a copy of said plat. Said lands shall not be further subdivided into smaller tracts.

4. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless it is first approved by the Architectural Control Committee in the manner hereinafter set forth. No commercial activity shall be permitted upon said lands.

5. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 14 hereof.

6. **BUILDING LOCATION** - No building shall be located on any lot nearer than 50 feet to any front and back lot line and nearer than 20 feet to any side lot line.
7. **DWELLING QUALITY AND SIZE** - No single family dwelling shall be permitted on any lot with less than 2,000 square feet of heat and cooled area. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.
8. **NUISANCE** - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Under no circumstances will a vehicle being repaired, remodeled or unused be left out of an enclosed structure for more than 30 days. All recreation vehicles must have a parking pad behind the minimum building setback lines.
9. **TEMPORARY STRUCTURES** - No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. Any residence constructed upon said lands shall be completed within one year after construction is begun.
10. **LIVESTOCK** - Cattle and horses shall be allowed upon said lands but no more than one head per 1 1/2 acre of enclosed grazing area shall be allowed. Also, fence containing cattle or horses must be built in a neat fashion and must be approved by the Architectural Control Committee before it is built. No other large animals or livestock of any kind shall be raised, kept, or bred 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 purpose and further provided that they are properly vaccinated, licensed, maintained, and restricted to your property so as to prevent their being or becoming a nuisance. Absolutely no poultry, swine or goats will be permitted on the property.
11. **SIGNS** - No sign of any kind shall be exposed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. **SEWAGE DISPOSAL FACILITIES** - No sewage disposal facilities shall be installed in or to serve any residence or any lot subject to these covenants which do not comply with all standards thereof as set forth by the Arkansas State Health Department.

13. **GARBAGE AND REFUSE DISPOSAL** - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition. Automobiles not capable of use and intended to be used for transportation shall not be stored on the premises for longer than thirty (30) days.

14. **UPKEEP OF LOTS** - It shall be the duty and responsibility of the owner or owners of each lot or site, whether the same be improved or unimproved, occupied or unoccupied, to keep such premises clean and to cut the grass on the entire lot as often as shall be required to maintain the same in a reasonable clean and neat condition. At no time is the lot to be allowed to grow in a manner that is undesirable to the neighborhood. During construction Landowner is to periodically see to proper containment & disposal of construction debris & after completion final debris to be moved within 30 days. Any owner or owners who shall fail to comply with provisions of this section shall be notified in writing by the Architectural Control Committee of such failure. If such owner or owners fail to clean and/or mow the said site within ten days after the date of said notice the Architectural Control Committee shall create a valid and enforceable lien upon such lot or site.

15. **SIGHT DISTANCE AT INTERSECTION**. No fences, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight line limitation shall apply to any lot within ten feet from the intersection of a street property line and the edge of a drive. No tree shall be permitted to remain within such distances of such aforementioned intersections unless the foliage line is maintained at such a height as to prevent obstruction of such sight line.

16. **ARCHITECTURAL CONTROL** - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 15 hereof.

17 ARCHITECTURAL CONTROL COMMITTEE - The Architectural Control Committee is composed of Carlton Burnett, Sharon Burnett, Joe Gordon, Barbara Lorenz, Sam Martin and Ron McCallister. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore it to any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days plans and specification which have been submitted to it, or in any event, if no suit to enjoin the constructions or maintenance of any given improvement has been commenced within ninety (90) days after the completion of said improvements, approval will be deemed granted, and the related covenants shall be deemed to have been fully complied with.

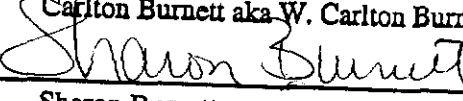
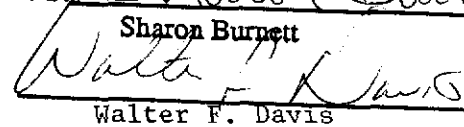
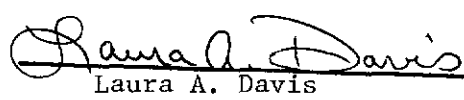
18. TERM - These covenants and restrictions shall run with the land and shall be binding on all parties on all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. ENFORCEMENT - Enforcement shall be by proceedings at law or, in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

20. SEVERABILITY - Invalidation of any of these covenants by judgment or court order shall in no manner affect any of the other provisions hereof, which shall remain in full force and effect.

21. FUTURE AGREEMENTS - No portion of these covenants and restrictions shall be waived or amended without the consent of 75% in area of the then-owners of lands within the subject lands.

SUMMER HILL PLACE SUBDIVISION

BY: 	
Carlton Burnett aka W. Carlton Burnett	Seller
BY: 	
Sharon Burnett	Seller
	
Walter F. Davis	Buyer
	
Laura A. Davis	Buyer

State of Arkansas
County of Faulkner

On this the 16th day of March 200 6 before me, the
undersigned officer, personally appeared Carlton Burnett aka W. Carlton
Burnett and Sharon Burnett and Walter F. Davis and Laura A. Davis
known to me (or satisfactorily proven) to be the persons
whose names are subscribed to the within instrument and acknowledged that
they executed the same for the purposes therein contained.
In witness whereof I hereunto set my hand and official seal.

BARBARA CARNES • LORENZ
NOTARY PUBLIC-STATE OF ARKANSAS
FAULKNER COUNTY
My Commission Expires 3-23-2012

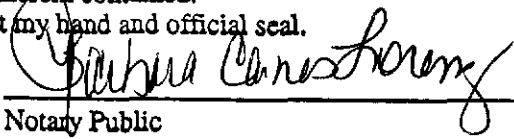

Notary Public
My Commission Expires: 3/23/12

Exhibit "A" Legal

Part of the NE1/4 SW1/4 of Section 3, Township 6 North, Range 14 West, Faulkner County, Arkansas, described as follows: Beginning at the northeast corner of said NE1/4 SW1/4 run thence south 89 degrees 46 minutes 34 seconds west along the north line of said NE1/4 SW1/4 350.0 feet; thence south 0 degrees 23 minutes 24 seconds east 537.32 feet; thence north 83 degrees 33 minutes 29 seconds east 170.00 feet to the point of curvature of a curve to the right having a radius of 136.32 feet and a chord of south 46 degrees 49 minutes 00 seconds east 201.42 feet to the point of tangency of said curve; thence north 89 degrees 48 minutes 34 seconds east 26.69 feet to the east line of said NE1/4 SW1/4; thence north 0 degrees 05 minutes 11 seconds west along said east line 652.11 feet to the point of beginning containing 4.36 acres, more or less. And reserving the south 35 feet and east 60 feet for a road and utility easement. This property is also known as Lot 40R of an unrecorded plat of Summer Hill Place Subdivision.

Initial

LD

Initial

SD

Initial

CLB

Initial

SD

CERTIFICATE OF RECORD

Doc#2006- 6217

03/17/2006

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Filed and Recorded in Official Records of

FAULKNER COUNTY

SHARON RIMMER

FAULKNER COUNTY CIRCUIT CLERK

by

[Signature] D.C.

**SUMMER HILL PLACE COUNTRY ESTATES
COVENANTS & RESTRICTIONS**

The undersigned, SUMMER HILL PLACE, as owner of the hereinafter described lands and wishing to protect the buyers and owners thereof against the undesirable uses of residential property that detract from and cheapen a neighborhood, has caused the following covenants to be filed for record for the purpose of creating a neighborhood which will be attractive to home buyers, sound for investors, and a credit to the community.

1. AREA OF APPLICATIONS - These covenants shall apply to the following described lands situated in Faulkner County, Arkansas, to be know as SUMMER HILL PLACE SUBDIVISION:

See Attached for Legal

2. STREETS - The grantor herein does hereby dedicate to the public forever an easement for roadway purposes over those streets shown upon the attached plat, to be used for public streets and roadways.

3. LOT AREA - Said lands shall be henceforth known as SUMMER HILL PLACE SUBDIVISION and will be subdivided into lots as shown on an unrecorded plat prepared by the undersigned. All buyers of tracts within the above-described lands shall be furnished with a copy of said plat. Said lands shall not be further subdivided into smaller tracts.

4. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot unless it is first approved by the Architectural Control Committee in the manner hereinafter set forth. No commercial activity shall be permitted upon said lands.

5. ARCHITECTURAL CONTROL - The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specification therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph 14 hereof.

6. BUILDING LOCATION - No building shall be located on any lot nearer than 50 feet to any front and back lot line and nearer than 20 feet to any side lot line.

7. DWELLING QUALITY AND SIZE - No single family dwelling shall be permitted on any lot with less than 2,000 square feet of heat and cooled area. It is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size.

8. NUISANCE - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Under no circumstances will a vehicle being repaired, remodeled or unused be left out of an enclosed structure for more than 30 days. All recreation vehicles must have a parking pad behind the minimum building setback lines.

9. TEMPORARY STRUCTURES - No structure of a temporary character, mobile home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. Any residence constructed upon said lands shall be completed within one year after construction is begun.

10. **LIVESTOCK** - Cattle and horses shall be allowed upon said lands but no more than one head per 1 1/2 acre of enclosed grazing area shall be allowed. Also, fence containing cattle or horses must be built in a neat fashion and must be approved by the Architectural Control Committee before it is built. No other large animals or livestock of any kind shall be raised, kept, or bred 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 purpose and further provided that they are properly vaccinated, licensed, maintained, and restricted to your property so as to prevent their being or becoming a nuisance. Absolutely no poultry, swine or goats will be permitted on the property.

11. **SIGNS** - No sign of any kind shall be exposed to the public view of any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. **SEWAGE DISPOSAL FACILITIES** - No sewage disposal facilities shall be installed in or to serve any residence or any lot subject to these covenants which do not comply with all standards thereof as set forth by the Arkansas State Health Department.

13. **GARBAGE AND REFUSE DISPOSAL** - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition. Automobiles not capable of use and intended to be used for transportation shall not be stored on the premises for longer than thirty (30) days.

14. **UPKEEP OF LOTS** - It shall be the duty and responsibility of the owner or owners of each lot or site, whether the same be improved or unimproved, occupied or unoccupied, to keep such premises clean and to cut the grass on the entire lot as often as shall be required to maintain the same in a reasonable clean and neat condition. At no time is the lot to be allowed to grow in a manner that is undesirable to the neighborhood. During construction Landowner is to periodically see to proper containment & disposal of construction debris & after completion final debris to be moved within 30 days. Any owner or owners who shall fail to comply with provisions of this section shall be notified in writing by the Architectural Control Committee of such failure. If such owner or owners fail to clean and/or mow the said site within ten days after the date of said notice the Architectural Control Committee shall create a valid and enforceable lien upon such lot or site.

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18. TERM - These covenants and restrictions shall run with the land and shall be binding on all parties on all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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21. FUTURE AGREEMENTS - No portion of these covenants and restrictions shall be waived or amended without the consent of 75% in area of the then-owners of lands within the subject lands.

SUMMER HILL PLACE SUBDIVISION

BY:

Carlton Burnett
Carlton Burnett aka W. Carlton Burnett

BY:

Sharon Burnett
Sharon Burnett

Samuel R. Martin
Samuel R. Martin - Seller

Lester E. Williams
Lester E. Williams - Buyer

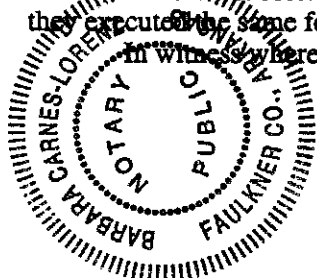
Constance A. Martin
Constance A. Martin - Seller

Jimme K. Williams
Jimme K. Williams - Buyer

State of Arkansas
County of Faulkner

On this the 13th day of September, 2002 before me, the undersigned officer, personally appeared Carlton Burnett aka W. Carlton Burnett and Sharon Burnett and Samuel R. Martin and Constance A. Martin, Lester E. Williams and Jimme K. Williams known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Barbara Carnes Lorenz
Notary Public

My Commission Expires: 3/23/12

Part of the NE1/4 SW1/4, Section 3, Township 6 North, Range 14 West, Faulkner County, Arkansas, described as follows: Commencing at the southeast corner of said NE1/4 SW1/4; run thence south 89 degrees 38 minutes 49 seconds west along the south line of said NE1/4 SW1/4 13.53 feet to the point of beginning; thence continue south 89 degrees 38 minutes 49 seconds west 389.98 feet; thence north 0 degrees 30 minutes 56 seconds east 382.57 feet; thence north 84 degrees 53 minutes 29 seconds east 379.41 feet; thence south 1 degree 11 minutes 38 seconds east 414.02 feet to the point of beginning. Reserving the south and east 35.0 feet for a road and utility easement.

Doc#2002- 18771
Date 09/16/2002
04:03:45 PM
Filed & Recorded in
Official Records of
Faulkner County 206557
SHARON RIMMER
FAULKNER COUNTY CIRCUIT CLERK
Fees \$17.00
by CR D.C.

CERTIFICATE OF RECORD
Doc#2002- 18771
09/16/2002
04:03:45 PM
Filed and Recorded in Official Records of
FAULKNER COUNTY
SHARON RIMMER
FAULKNER COUNTY CIRCUIT CLERK
by Sharon Rimmer D.C.