

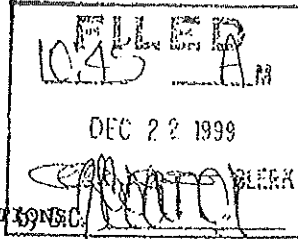
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DECLARATION OF COVENANTS AND RESTRICTIONS

BIG CREEK ESTATES, PHASE I
AN ADDITION TO THE CITY OF MOUNTAIN HOME

MOUNTAIN LAND GROUP, L.L.C.
TO
THE PUBLIC

This Declaration of Covenants and Restrictions is made this
17th day of December, 1999, by Mountain Land Group, L.L.C.
(hereinafter called "Developer"), a Limited Liability Company
established under the laws of the State of Arkansas.

WITNESSETH:

WHEREAS, Developer is the present owner of real property
located in Baxter County, Arkansas, more particularly described as
Big Creek Estates, Phase I, as shown by the recorded plat thereof
filed December 17, 1999, as Slide 1062, and hereinafter defined (the
"Property"); and desires to create a community with common
facilities and amenities to be known as BIG CREEK ESTATES; and

WHEREAS, Developer presently intends to develop the Property or
cause the Property, and any additional property added by Developer,
to be developed over an extended period of time and in stages.

WHEREAS, portions of the Property shall be subdivided from time
to time into building lots, tracts and streets as shown on Plats and
Bills of Assurance filed in conjunction herewith, and that such
subdivided property shall be held, owned and conveyed subject to the
terms, conditions and protective covenants contained in this
Declaration and in the supplemental Plats and Bills of Assurance;

WHEREAS, Developer desires to provide gardens, landscaped
boulevards, walkways, entry features, recreational areas and other
facilities for the use, enjoyment and benefit of all the residents
in those portions of the Property actually developed; and

WHEREAS, Developer deems it desirable to create Big Creek
Community Association, Inc., an Arkansas nonprofit corporation ("the
Association"), to own, maintain and administer the Common Properties
(as hereinafter defined), to administer and enforce the Covenants
and Restrictions (as hereinafter defined) imposed on the Property to
which the Covenants and Restrictions are made applicable, and to
collect, hold and disburse the charges and assessments hereinafter
provided for, all in order to protect and enhance the value of the
homes and lots, or building lots and in order to insure the

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K. "Recreational Purposes" shall mean and include activities, such as picnicking, engaging in sporting activities, walking, jogging, use of non-motorized vehicles, activities on or in any swimming pool which may be constructed, and such other activities as may be delineated by the Board of Directors of the Association from time to time.

L. "Residential Unit" shall mean and refer to each single-family detached house, condominium, or single-family attached house and each platted single lot subdivided by filed Plat intended for the suitable construction of a single-family detached or single-family attached residence prior to the commencement or completion of construction on such lot located in BIG CREEK ESTATES, an Addition to the City of Mountain Home, or otherwise subject to the jurisdiction of the Association, but shall not include any part of the Common Properties or dedicated streets.

M. "Golf frontage" shall means those lots which adjoin fairways and greens and/or the golf course boundary.

ARTICLE 2

PROPERTY SUBJECT TO DECLARATION

Section 1. Property Covered by this Declaration. The real property described on Exhibit A shall be held, transferred, sold, conveyed and occupied subject to this Declaration. The Property consists of unplatted land that may be subsequently platted by Developer as it deems appropriate.

Section 2. Additional Property Hereafter Subjected to this Declaration. Developer, its successors and assigns, shall have the sole and irrevocable right to add and include, at any time, additional real property to the jurisdiction of this Declaration and to the definition contained herein of "Property", whether or not such additional property is described on Exhibit A, without the consent or approval of the Owners, the members or the Board of Directors of the Association. Developer may, prior to platting, delete property from Exhibit A. Developer's exclusive right to subject additional lands to the jurisdiction of this Declaration and to the definition of "Property" contained herein, or to delete property shall be assignable, in full or in part, to a successor developer or to the Board of Directors of the Association upon the express assignment thereof in writing by Developer. All additions and inclusions of additional land hereunder shall be effective upon Developer's executing and filing for record in the Office of the Circuit Clerk and Recorder of Baxter County, Arkansas, a Supplemental Declaration describing the additional property which is to become part of the Property and stating that this Declaration

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does thereafter bind and apply to such additional property. Deletions shall be made by filing a Supplemental Declaration describing the property that is to be deleted.

Notwithstanding anything contained herein to the contrary, this Declaration does not create any charge, lien or encumbrance on any property, unless, if and until such property is subjected hereto by Plat, Bill of Assurance and Supplemental Declaration in the manner contemplated hereby and then only from that time forward. Upon the platting of such property, the jurisdiction, functions, duties and benefits of membership of the Association shall automatically be extended to the platted lands. Property shall not be subject to assessment until platted and subdivided by filing made in the real property records.

Section 3. All Owners Bound. All Property bears the burdens and enjoys the benefits of this Declaration. All Owners shall be deemed by reason of taking record title to a portion of the Property to agree to all of the terms and provisions of this Declaration.

Section 4. Additions Limited to Developer. Unless Developer consents in writing, no one other than Developer may subject additional lands to this Declaration or extend the benefits of the Association to any person except those described herein.

ARTICLE 3

THE ASSOCIATION, AUTOMATIC MEMBERSHIP AND VOTING RIGHTS THEREIN

Section 1. The Association. Developer has caused to be formed and incorporated under the laws of the State of Arkansas, pursuant to Articles of Incorporation filed the 6th day of December, 199 , a nonprofit Arkansas corporation entitled BIG CREEK Community Association, Inc.

Section 2. Membership. The Association is a mandatory association whereby every Owner is and shall automatically be a member of the Association, provided, however, that any person, who holds and interest in the Property merely as security for the performance or payment of an obligation, shall not be a member of the Association.

Section 3. Governance. The Association shall be governed by its Articles of Incorporation and Bylaws.

Section 4. Voting Rights. The Association shall have two classes of membership as provided in the Articles of Incorporation, to-wit:

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sole discretion, determines would be of benefit to the Association for the continued enjoyment and security of the Owners with respect to the Property and the Common Properties.

Developer covenants that any conveyance of land to the Association shall be made by quitclaim deed and subject to the easements, covenants and provisions of this Declaration.

Upon request of Developer, the Association may agree to waive the obligations of Developer pursuant to this Section 1 by affirmative vote of the holders of fifty percent (50%) or more of the votes of the members in the Association then entitled to vote, if such waiver is in accordance with the zoning ordinances applicable to BIG CREEK ESTATES, an Addition to the City of Mountain Home.

Section 2. Members' Easements of Enjoyment. Every member of the Association shall have a common right and easement of enjoyment in and to the Common Properties, including but not limited to a non-exclusive right of ingress and egress and a non-exclusive right to use the Common Properties for Recreational Purposes, which shall be appurtenant to and shall pass with the title to all portions of the Property, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Properties;

B. The right of the Association to suspend the voting rights and right to the use and enjoyment of the recreational facilities by any member for any period during which any assessment remains unpaid by such member and for such period as it considers appropriate for any infraction of its published rules and regulations;

C. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as it shall deem necessary or desirable for the proper servicing and maintenance of the Common Properties.

D. Applicable zoning ordinances, governmental rules and regulations;

E. The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

F. The right of Developer to impose reasonable covenants and restrictions in respect to such Common Properties, in

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ARTICLE 6

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed or other conveyance of any portion of the Property, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments and charges, and (b) special assessments. Such annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided and as set forth in the Articles of Incorporation and Bylaws of the Association. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land, shall be a continuing lien upon the property against which such assessment is made, and shall also be the personal obligation of the Person who is the record Owner of the property at the time the assessment fell due.

Section 2. Subordination.

A. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed on any such Residential Unit in connection with its purchase. Sale or transfer of any property subject to the charges and liens herein created shall not affect any preexisting assessment lien, except in the case of a sale of any Residential Unit pursuant to the foreclosure of a purchase money first mortgage, or any bona fide proceeding in lieu thereof, which proceedings shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. The Association shall have the right to foreclose its lien the same as the foreclosure of a mortgage under the laws of the State of Arkansas, or obtain judgment for assessments due in such foreclosure suit. No such sale or transfer shall relieve the subject property from liability for any assessments thereafter becoming due or from the continuing lien thereof. The Board shall notify the first mortgagee, upon request, of any default in the performance by the individual Owner of any obligation under this Declaration or the Development Documents which is not cured within sixty (60) days after the Due Date.

B. The subordination created herein is merely a subordination and shall not relieve the Owner of the personal obligation to pay all assessments and charges arising or coming due while the Owner owns such Property; and no sale or transfer of such property to the mortgagee or to any other Person pursuant to a decree of foreclosure shall relieve any existing or previous Owner of the personal obligation for any assessments or charges authorized in this Declaration.

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wooded landscape, relation of finish grades and elevations to neighboring sites, and conformity of both the specific and general intent of the protective covenants. The plans and specifications to be submitted and approved must include the following:

A. A topographical plat showing existing contour grades, the location of all improvements, including structures, walks, driveways, fences, walls, patios and decks. A sketch plan may be submitted in lieu of a topographical plat if approved by the Architectural Control Committee.

B. Exterior Elevations.

C. Exterior materials, colors, textures and shapes.

D. Structural design plan.

E. Driveway plan.

F. Utility connections.

G. Exterior illumination location.

H. Significant trees that are to remain.

I. Generalized landscape plan.

Section 4. Architectural Guidelines. The Architectural Control Committee may establish certain site development and architectural guidelines. All plans and specifications will be evaluated under the site development and architectural guidelines then in force and effect. The Architectural Control Committee may approve exceptions to the site development and architectural guidelines then in force by a majority vote. The current site development and architectural guidelines shall be available for inspection by all Owners at the office of the Association.

Section 5. Action by Committee. A majority vote of the Architectural Control Committee shall be required for the approval or disapproval of said plans and specifications. In the event said Committee fails to approve or disapprove any such plans and specification within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed to be granted and compliance with this Article shall be presumed. Nothing herein contained nor the required consent of the Architectural Control Committee shall in any way be deemed to prevent any of the owners of property in "BIG CREEK ESTATES" from maintaining any legal action relating to improvements within "BIG CREEK ESTATES" which they would otherwise be entitled to maintain. There shall be no separate compensation to Developer for architectural review services to be performed pursuant to this

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Section 2. Enforcement. If, in the opinion of the Board of Directors of the Association, any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Board of Directors or its designee may provide written notice of such failure, giving the Owner or occupant at least ten (10) days from receipt of such notice to perform or initiate and continuously pursue the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within the ten (10) day period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person whatever. The Owner of any part of the Property on which work is performed by the Association shall be personally liable for the cost of the work and shall promptly reimburse the Association for all such cost. If the Association has not been reimbursed within thirty (30) days after invoicing such amount to the respective Owner, the indebtedness shall be a debt of such delinquent Owner and shall constitute a lien against said Owner's Residential Unit. This lien shall have the same attributes as the lien for assessments and special assessments set forth in Article 6 herein, and the Association shall have identical power and rights in all respects, including but not limited to the right of foreclosure.

Section 3. Common Scheme Restrictions. In accordance with the maintenance requirements imposed on the owners and occupants hereunder, the following restrictions are also imposed with regard to the Property and Common Properties for the benefit of each of the Property and Common Properties and may be enforced by the Association or the Owner of any of the Property through any remedy available at law or in equity. Titles and headings are for reference only, and various restrictions may overlap into other areas.

A. **DWELLING SIZE:** Each lot in Big Creek Estates is restricted to the construction of one (1) permanent single family dwelling. Each dwelling on lots not across the street from golf course frontage or golf course frontage lots must have not less than 1,600 square feet of heated and cooled living area on the main floor. Each dwelling on lots across the street from lots that have golf course frontage must have not less than 2,050 square feet of heated and cooled living area on the main floor. Each dwelling on lots with golf course frontage must have not less than 2,500 square feet of heated and cooled living area on the main floor. All these dwelling sizes are exclusive of basements, porches, patios and garages. Square footage measurement is inside stud walls. Developer may designate lots for condominiums which have additional restrictions and covenants thereon but no such lots shall have dwellings of less than 1,200 square feet of heated and cooled living area.

12,750 sq ft

home or the color of the roof and be harmonious with the overall color scheme. Roof stacks and vents shall be placed on the rear slopes of the roof. Prefabricated roofs or rooms such as aluminum patio covers are prohibited.

E. **GARAGES:** Each single-family residence must have a private fully enclosed attached garage for not less than two cars. The preference is for a side entrance and driveway for each home unless the lot size does not allow for it. Oversized garages and garage doors taller than 9 feet or wider than 22 feet are prohibited. All driveways, walkways, patio, porches and decks shall be finished concrete, patterned concrete, pavers or brick. Asphalt driveways are prohibited.

F. **TEMPORARY STRUCTURES:** No used, previously erected, temporary house or structure, modular or prefabricated house, garage, barn, tent, shack, house trailer, mobile home, motor home, trailers, basement without a house on top or non-permanent out building shall be allowed to be placed, erected, used at any time as a residence either temporarily or permanently, or allowed to remain on any of the property or the common properties. No houses or portions of houses shall be moved to or placed on the property.

Only during construction of a home, a builder or individual lot owner may use a construction shed or trailer for storage of equipment or materials temporarily. However, the developer, at its discretion may place and use such facilities at various locations on the property. Also, a temporary security fence may be erected by the builder or lot owner during construction of a home.

G. **VEHICLES:** The vehicles of the primary resident (single adult) or residents (a couple) must be parked in the garage of the home. Vehicles of the other residents of the home can park outside of the garage but must be parked on a driveway surface and not in the yard. Recreational vehicles or boats are permitted only if stored in the garage. No trucks larger than a pick-up truck, or campers or trailers are permitted to park on any lot any time. No motor vehicles of any type in a non-operative condition are to be parked, jacked up, blocked up, worked on or to remain in a non-operative condition on any lot or on the street in front of a residence for a period of more than twenty-four (24) hours at any one time or as a repeated matter of practice. Except for authorized maintenance vehicles and golf carts, no motor vehicles of any type or bikes shall be allowed on the pedestrian trails, greenbelts, open spaces, or other pedestrian areas. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed.

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Residential Unit during construction, except on corner lots, where two (2) of each shall be permitted.

No signs of any types shall be attached to trees or shrubs. Except for signs used by Developer or a builder to advertise the Property during construction, only one (1) sign per lot not exceeding five (5) square feet in area may be displayed advertising the Property for sale or rent. All permitted signs must be erected on posts or stakes.

N. **MAILBOXES:** Mailboxes are restricted to those designed by the "BIG CREEK ESTATES" Architectural Control Committee. The size, style, construction and placement of all mailboxes shall be subject to the prior review of the Architectural Control Committee. No mailbox shall be erected unless first approved by the Architectural Control Committee.

O. **RESUBDIVISION:** No lot shall be subdivided unless the written consent of Developer, until it owns less than 10% of the lots or land to be subdivided, the Architectural Control Committee, and the City of Mountain Home Planning Commission is obtained, and any required action by the Association is taken, such as an approved plat amendment. A single residence may be placed on more than one lot, but said property shall be considered one lot and may not be subdivided at a later date.

P. **POOLS & HOT TUBS:** Swimming pools and hot tubs must be fenced. No pool or hot tub (spa) shall be permitted on the street side of any residence. All pools and hot tubs shall be located in the rear yard away from the adjacent property so that their use, presence, and noise of the mechanical equipment do not adversely affect the use of the adjacent property. No above ground swimming pools shall be permitted. Pool equipment must be enclosed.

Q. **COMMERCIAL ACTIVITY:** No trade, business or commercial activity shall be carried on upon any lot. No noxious or offensive trade or activity shall be carried on upon any lot.

R. **ANTENNAS & SATELLITE:** Television antennas, satellite dishes, radio receivers or other similar devices may not be installed unless it is entirely contained within the interior of a building or other structure. Small 24" diameter maximum satellite dishes may be allowed in the rear yard or on a rear roof if the location is approved by the Architectural Control Committee. All wiring shall be underground. No poles, towers, or similar structures of any kind shall be built or permitted to remain upon any lot.

S. **LINE OF SIGHT OBSTRUCTION:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations

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U. **BLOCKAGE OF EASEMENTS:** No building, fences, paved driveways or any other permanent structure or improvement of any kind, whether herein specifically enumerated or not, shall be built or maintained within the area of any of the easements and no alteration including grading, filling, excavation or other site work may be done within the area of any of the easements shown on the Plat which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels, or which may obstruct or retard the flow of water through drainage channels; and, in the event any such obstruction is placed thereon in violation of this restriction and reservation, no public authority will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement. Easements, including drainage channels, shall be mowed and generally maintained by the owner of the lot over which the easement or drainage channel is platted, except for improvements installed in those easements for which a public authority or utility is responsible.

V. **CURBS & GUTTERS:** No concrete, asphalt or other obstruction shall be placed in the street gutters. Curbs may be sawed at driveways and driveway grades lowered to meet gutter flow line or not more than two inches (2") above said flow line.

W. **GRADING OF LOTS:** All construction, excavation, site grading, trenching, digging, equipment storage and usage, and other activities on the Property shall be undertaken in compliance with the rules and guidelines established by the Architectural Control Committee. These guidelines shall restrict or prohibit certain types of activities, such as grading or back filling, which may damage trees and other plants.

X. **LANDSCAPING:** All lots must have front and side yards sodded with grass. The rear yard can be seeded with grass. No portion of the lot can be left in the natural state. All yards must be maintained equal to or exceeding the City of Mountain Home, Arkansas, weed and refuse ordinances. Yard decorations such as imitation animals or other creatures or items are prohibited in the front and side yards and any yard that has golf course frontage. Fountains and decorative pools are permitted in the rear yard only and must conform aesthetically with the surroundings.

Y. **GARAGE SALES:** Garage sales will be permitted only two (2) weekends each year. The weekends will be the first weekend in May and October. Garage sales will be only two (2) days in length and be held on Thursday, Friday or Saturday.

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service from such equipment are also prohibited.

AA. STREET ACCESS & RESERVED EASEMENTS: Lots which adjoin Big Creek Estates Parkway shall not have access to said street. Also, all lots which adjoin Big Creek Estates Parkway shall be subject to a three foot (3') easement for the construction of a decorative fence which may be built by the developer or Association.

It is the responsibility of each Owner to ensure that the Owner and every contractor employed by the Owner has reviewed and agreed to comply with the foregoing common scheme restrictions prior to commencement of site preparation or construction.

ARTICLE 9

GENERAL PROVISIONS

Section 1. Noxious Activity. No loud, disturbing, unsanitary, dangerous, hazardous, noxious or offensive trade or activity shall be carried on upon the Common Properties or any portion of the Property. Nor shall any annoyance or nuisance created or sustained by any Owner upon the Property or Common Properties be tolerated or permitted.

Section 2. Duration. The Covenants and Restriction of this Declaration shall run with and bind the Property, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the Owners of any of the Property, their respective legal representatives, heirs, successors and assigns.

Section 3. Notices. Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or Owner to whom it is intended at the Owner's last known place of residence and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 4. Assignability. Notwithstanding any other provision herein to the contrary, Developer shall at all times have the right to fully transfer, convey and assign all of its rights, title, interest and obligations under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all of the Covenants and Restrictions contained herein, and in such event the transferee shall be deemed to be Developer.

Section 5. Severability. Invalidity of any of the covenants, restrictions, requirements, provisions or any part

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STATE OF ARKANSAS))
COUNTY OF BAXTER) SS:

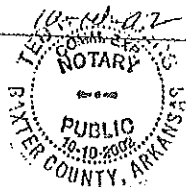
BE IT REMEMBERED, that on this day came before the undersigned,
a Notary Public within and for the County aforesaid, duly
commissioned and acting, Larry G. Nelson and Lang Zimmerman
and Robert M. Stewart

and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public, this 17th
day of December, 1999.

My Commission Expires:

NOTARY PUBLIC



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found on the façade of the house. Said skirting, in the opinion of the Architectural Control Committee, shall substantially block the area under the deck from public view.

Article 8, Section 3, Paragraph T, is amended to read as follows:

T. FENCES & WALLS: No fences or walls shall be erected in front of or in the front side yard of any dwelling except for decorative brick, stone or wrought iron. All walls and fences must be harmonious with the dwelling and surroundings. Fencing and walls shall be finished on all sides. No front or side yard fence shall exceed a height of four (4) feet except that pillars or ornaments are permitted to a height of six (6) feet. Fences and walls in the front and side yards are intended strictly to enhance the appearance of the dwelling. They are not intended for privacy. Front and side yard fencing and retaining walls must incorporate the same materials as found on the façade of the house.

On non-golf frontage lots, the rear yard fencing may be of decorative brick, stone or wrought iron. The fencing shall not exceed five (5) feet in height. This restriction shall apply to all lots after March 5, 2009, and replacement of fencing after said date.

Fences are not recommended in rear yards fronting the golf course. However, any proposed fence in the rear yard of a golf course lot shall require approval of the Architectural Control Committee. Only wrought iron fences, of standard design and construction, and not exceeding four (4) feet in height will be considered. Privacy fences can only be on lots that have no golf course frontage. The Architectural Control Committee shall not grant approval of the fence if, in its opinion, the fence will block the view of the fairway from the patio, deck or rear windows of the home or proposed home of an adjoining lot. Walls, except for retaining walls, and hedges shall not be permitted in the rear yards.

WITNESS our hands and seals this 5TH day of MARCH, 2009.

BIG CREEK COMMUNITY ASSOCIATION, INC.

BY: Lang Zimmerman
Lang Zimmerman, President

ATTEST:

Robert M. Stewart
Robert Stewart

9242-2009A ***
* OLD REPUBLIC *
* NATIONAL TITLE INSURANCE COMPANY *

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AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
BIG CREEK ESTATES, PHASE 1 AND PHASE 1B

Comes Big Creek Community Association, Inc., and for its amendment to the Declaration of Covenants and Restrictions of Big Creek Estates, Phase 1 and Phase 1B, states:

1. That Big Creek Community Association, Inc. is the property owners association for Big Creek Estates, Phase I and Phase 1B, additions to the City of Mountain Home, Arkansas, as shown by the recorded plats thereof.
2. That said subdivision is subject to a Declaration of Covenants and Restrictions, filed as Instrument No. 12750-99 of the records of Baxter County, Arkansas.
3. That at the annual meeting on March 4, 2010, the Declaration of Covenants and Restrictions was amended as follows:

Article 3, Section 4(B)(2) is amended as follows:

2. December 31, 2025.

Article 8, Section 3(D) is amended as follows:

D. ROOFS: All homes shall use architectural (textured) asphalt (fiberglass) shingles, cedar shingles, or shakes, tile or cement tile, residential architectural pre-finished steel, copper or slate roof materials. Standard 3-tab shingles are prohibited. Roof color shall be an integral part of the exterior color scheme of the residence. Continuous ridge vents must be covered with asphalt shingles to match the roof.

The proportions of the roof shall be consistent with the architectural style of the residence. A minimum of 8/12 pitch is required on all homes except where the architectural style of the home dictates a lower pitch. This exemption must be approved by the Architectural Control Committee before construction. Roof stacks and vents shall be placed on the rear slopes of the roof. Prefabricated roofs or rooms, such as aluminum patio covers, are prohibited.

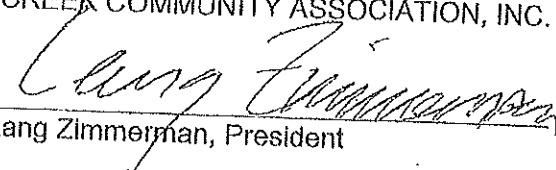
DATED this 4th day of March, 2010.

BIG CREEK COMMUNITY ASSOCIATION, INC.

ATTEST:


Robert Stewart, Secretary

BY:


Lang Zimmerman, President