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WASHINGTON CO AR  
K. HARNES

AMENDED COVENANTS FOR BRIDGEPORT ADDITION (PHASES I, II, AND III)  
FAYETTEVILLE, ARKANSAS

**THE ATTACHED DOCUMENT IS AMENDED DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BRIDGEPORT ADDITION PHASES I, II AND III. ☒**

AMENDMENT OF  
DECLARATION OF  
PROTECTIVE COVENANTS, CONDTIONS AND RESTRICTIONS  
BRIDGEPORT ADDITION  
PHASE I, II, III

The undersigned, being owners and representatives of a majority of all lots in Bridgeport Addition, Phase I, II, III, in the City of Fayetteville, Washington County, Arkansas, and as shown on the recorded covenants of said additions of the records of Washington County, Arkansas, do hereby amend the Declaration of Protective Covenant, Conditons and Restrictions for Bridgeport Additon, Phase I, II, III.

Provision I, paragraph 12, Phase I & II, is hereby amended to read as follows:

12. No cars shall be parked in the street, except for visitors. Boats, jet skis, shall be kept in the garage or backyard inside a six foot privacy fence on property line. Trailers, Mobile homes, unlicensed vehicles shall not be allowed at any time either temporarily or permanently.

Provision I, paragraph 13, Phase III, is hereby amended to read as follows:

13. No cars shall be parked in the street, except for visitors. Boats, jet skis, shall be kept in the garage or backyard inside a six foot privacy fence on property line. Trailers, Mobile homes, unlicensed vehicles shall not be allowed at any time either temporarily or permanently.

Provision I, paragraph 13, Phase I & II, is hereby amended to read as follows:

13. No poultry or livestock of any kind shall be raised, bred or kept on any lot. Kennels for breeding, selling or keeping domestic pets shall not be allowed. Any pets kept by a Lot Owner shall conform to City ordinances. All dog pens, or other pens requiring fencing, must be approved by the Architectural Review Board, and contained in privacy fenced area. Pets feces must be cleaned up when walking pets.

Provision I, paragraph 14, Phase III, is hereby amended to read as follows:

14. No poultry or livestock of any kind shall be raised, bred or kept on any lot. Kennels for breeding, selling or keeping domestic pets shall not be allowed. Any pets kept by a Lot Owner shall conform to City ordinances. All dog pens, other pens requiring fencing, must be approved by the Architectural Review Board, and contained in privacy fenced area. Pets feces must be cleaned up when walking pets.

Provision I, paragraph 17, Phase I & II, is hereby amended to read as

follows:

17. The grass on each lot shall be maintained by mowing. Back and side lawn shall be established within 90 days of house completion. Front lawn must be sodded, and completed before house occupancy. Lawns must be kept trim along walks, driveways, curbs, etc. Finish grading and seeding shall be a part of Lot Owners responsibility.

Provision I, paragraph 18, Phase III, is hereby amended to read as follows:

18. The grass on each lot shall be maintained by mowing. Back and side lawn shall be established within 90 days of house completion. Front lawn must be sodded, and completed before house occupancy. Lawns must be kept trim along walks, driveways, curbs, etc. Finish grading and seeding shall be a part of Lot Owners responsibility.

Provision I, paragraph 20, Phase I & II, is hereby amended to read as follows:

20. No satellite dish sitting at ground level shall be erected at a height to exceed six feet from ground level, nor shall it exceed twenty-four inches in diameter. All mini-satellite dishes shall be erected at the back half of the house, eaves, or roof. None on the top of the roof shall be visible from the street.

Provision I, paragraph 21, Phase III, is hereby amended to read as follows:

21. No satellite dish sitting at ground level shall be erected at a height to exceed six feet from ground level, nor shall it exceed twenty-four inches in diameter. All mini-satellite dishes shall be erected at the back half of the house, eaves, or roof. None on the top of the roof shall be visible from the street.

Provision I, paragraph 25, Phase I & II, is hereby amended to read as follows:

25. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of these covenants. Violators shall be subject either to restraint or to an action for damages as may be provided by law. Fines shall be imposed for breaking of covenants. First time offense warrants a warning notice. After twenty calendar days same offense will be issued a fine of \$30.00 (thirty dollars, no cents), to be paid to the Treasurer of P.O.A. within fourteen days. After thirty days, same offense, will be issued a fine of \$60.00 (sixty dollars, no cents) to be followed by a lien on the property if not paid within fourteen days. If the offense is not corrected, a lien will be put on property for the amount of \$100.00 (one hundred dollars no cents).

Provision I, paragraph 26, Phase III, is hereby amended to read as follows:

26. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of these covenants. Violators shall be subject either to restraint or to an action for damages as may be provided by law. Fines shall be imposed for breaking of covenants. First time offense warrants a warning notice. After twenty calendar days same offense will be issued a fine of \$30.00 (thirty dollars, no cents), to be paid to the Treasurer of P.O.A. within fourteen days. After thirty days, same offense, will be issued a fine of \$60.00 (sixty dollars, no cents) to be followed by a lien on the property, if not paid within fourteen days. If the offense is not corrected, a lien will be put on property for the amount of \$100.00 (one hundred dollars no cents).

Provision I, paragraph 27, Phase I & II, shall read as follows:

27. Sheds may be allowed if plans, showing the nature, size, kind, shape, height, materials and locations of are submitted to the Architectural Review Board ("Board"). The Board will review plans and if they conform to house design, may approve them for construction.

Provision I, paragraph 28, Phase III, shall read as follows:

28. Sheds may be allowed if plans, showing the nature, size, kind, shape, height, materials and locations of are submitted to the Architectural Review Board ("Board"). The Board will review plans and if they conform to house design, may approve them for construction.

Except as herein specifically amended, the original Declaration of Protective Covenants, Conditions and Restrictions shall remain in full force and effect.

EXECUTED THIS \_\_\_\_\_ DAY OF: \_\_\_\_\_

*[Signature]* 10/23/01

CREEKWOOD HILLS DEVELOPMENT, INC.

President

*[Signature]*

ATTEST:

*[Signature]*

P.O.A. President, representing vote of majority of property owners.

*[Signature]*

P.O. A. Vice-President

*[Signature]*

P.O.A. Secretary-Treasurer

*[Signature]*

Lot Owner: #179

*[Signature]* Kimberly M. Hadley

Lot Owner: #12

Pam Henson

Lot Owner: #76

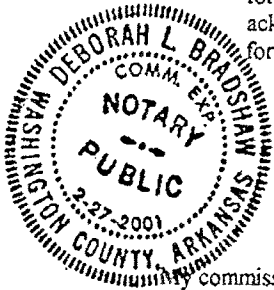
Bonnie Smith

State of Arkansas  
County of Washington

On this 3rd day of November, 2000, before me a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Lot Owners, being the person authorized by said corporation to execute such instrument, who stated that they were the President of Creekwood Hills Development, Inc. a corporation, and were duly authorized in their respective capacities to execute the foregoing instruments for and in the name of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth

Sworn to and subscribed before me on the 3rd day of November, 2000.

Deborah L. Bradshaw  
Notary Public



My commission expires:

2-27-2001

