

FILED FOR RECORD  
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WASHINGTON CO AR  
BUSINESS

AMENDMENT OF  
DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
BRIDGEPORT ADDITION  
PHASE I

The undersigned, being owners of a majority of all lots in Bridgeport Addition, Phase I, in the City of Fayetteville, Washington County, Arkansas, and as shown on the recorded plat of said addition in plat record book 13 at page 58 of the records of Washington County, Arkansas, do hereby amend the Declaration of Protective Covenants, Conditions and Restrictions for Bridgeport Addition, Phase I previously recorded on the 11th day of October, 1994, as instrument number 94-061353 et seq.

Provision I, Paragraph 4 is hereby amended to read as follows:

- 4. All houses shall have a minimum of 1,800 sq. ft heated space except houses constructed on lots 4, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 43, and 60 which shall have a minimum of 2,000 sq. ft. of heated space. Lots 1, 2, 3, 37, 38, 39, 40, 41, and 42 shall have a minimum of 2,500 sq. ft. heated space. All houses shall be constructed with an enclosed two-car garage. There shall be no carports. All driveways shall be concrete, brick, or stone.

Provision I, Paragraph 6 is hereby amended to read as follows:

- 6. All homes shall have 100% masonry exterior wall veneer on first story excluding window and door treatments. Fireplace chimneys shall be 100% masonry exterior wall veneer. Masonite materials shall not be used for exterior siding or soffits. All exterior materials for siding or soffits shall be <sup>SOLID</sup>WOOD or an approved, maintenance free material. All homes shall have metal gutters and down spouts. All roofs shall have a minimum 6/12 pitch slope. All composition shingles are to be architectural grade, have a 25 year warranty and be self-sealing.

Provision I, Paragraph 7 is hereby amended to read as follows:

- 7. All mailboxes shall be identical, chosen by the Developer at a cost of approximately two hundred dollars (\$200.00) and installed at the completion of construction of the home.

Provision I, Paragraph 8 is hereby amended to read as follows:

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8. Sidewalks are required on all lots prior to occupancy with the cost of construction to be the responsibility of the Lot Owner. Said sidewalks shall be subject to the construction specifications as mandated by the ordinances and regulations of the City of Fayetteville, Arkansas, with the exception that all sidewalks shall uniformly remain at a minimum of four feet in width.

Provision I, Paragraph 9 is hereby amended to read as follows:

9. No tree shall be disturbed without approval of the Architectural Review Board. This approval shall be in writing and upon ten (10) days prior written notice to the Board prior to the start of construction. Lot Owners shall provide prior to occupancy a minimum of four (4) trees on tree-less lots at a minimum size of 1 1/2" in diameter with two (2) being placed in the front yard.

Provision I, Paragraph 16 is hereby amended to read as follows:

16. All fences must be constructed of wood (cedar or treated lumber) or masonry materials and must be submitted to the Architectural Review Board in accordance with the procedure set out in Paragraph 3 of the Article I. All fences are to be six (6) feet in height and should their location be other than the property line, Lot Owner is responsible for the upkeep of the unfenced property. (i.e. must keep area mowed and shall not be used for the storage of boats, bikes or other such materials.)

Provision I, Paragraph 20 is hereby amended to read as follows:

20. No satellite dish shall be erected at a height to exceed six (6) feet from ground level, nor shall it exceed 24 inches in diameter.

Provision I, Paragraph 21 is hereby amended to read as follows:

21. Trash receptacles and their accompanying trash shall be allowed at curbside only on the designated day of pick-up. They shall not be visual from the street otherwise. All receptacles must be removed expeditiously following the scheduled pick-up for that area.

Provision I, Paragraph 22 is hereby amended to read as follows:

22. Natural contour and integrity of the lot shall remain intact unless written approval is received from the Architectural Review Board with request for variation received in writing ten (10) days prior to initiation of any such changes.

Provision I, Paragraph 23 is hereby amended to read as follows:

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23. Lot Owners agree to be bound by the foregoing covenants. Any party violating these covenants will be responsible for any attorney fees incurred because of their violation.

Provision I, Paragraph 24 is hereby amended to read as follows:

24. These Covenants, Conditions and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years. Notwithstanding the above, at any time, these covenants may be waived, terminated and/or modified with the written consent of a majority of the Lot Owners in said addition; and if only a portion of the Addition is intended to be affected by said waiver, termination and/or modification, then the written consent of a majority of Lot Owners of said lots in the portion to be affected shall also be secured. No such waiver, termination and/or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder for the County of Washington, State of Arkansas.

Provision I, Paragraph 25 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.

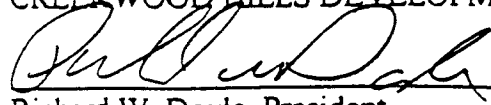
Provision I, Paragraph 26 is hereby amended to read as follows:

26. Invalidation of any of these covenants, conditions or restrictions, or any part thereof by order or judgment of any court shall in no way affect any of the other provision which shall remain in full force and effect.

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

EXECUTED this 8th day of December, 1995

CREEKWOOD HILLS DEVELOPMENT, INC.

 12-12-95  
Richard W. Doyle, President

ATTEST:

**96002399**

Wayne Burnett 12-12-95

Wayne Burnett, Secretary

Peggy Barber 12-12-95

Mike Barber

Lot Owner # 77 12-12-95

[Signature] BUILDINGS INC.  
Lot Owner # 13 12-12-95

John A. Dowe Patricia A. Dowe

Lot Owner # 44 12-12-95

Randy Jung 12-12-95  
Lot Owner # 157

[Signature] Cynthia R. Sumner  
Lot Owner # 54 12-13-95

Dwight D. Canfield Cheryl L. Canfield  
Lot Owner # 32 12-13-95

Diana Kafil [Signature]  
Lot Owner # 34 12-14-95

State of Arkansas  
County of Benton

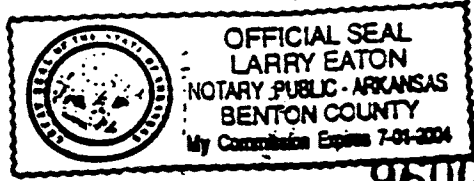
On this 8th day of December, 1995, before me a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Richard W. Doyle and Wayne Burnett, being the person or persons authorized by said corporation to execute such instrument, who stated that they were the President and Secretary 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 and behalf 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 this 8th day of December, 1995

Larry Eaton  
Notary Public

My commission expires:

7-1-04



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