

FILED FOR RECORD
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WASHINGTON CO AR
K. HARNESS

PHASE II

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

BRIDGEPORT ADDITION

PHASE II

WHEREAS, CREEKWOOD HILLS DEVELOPMENT, INC. (hereinafter "Developer") if the record owner of the following-described property (hereinafter "Property"), to-wit:

Part of the SW 1/4 of Section 1, T16W, R31W of the Fifth Principal Meridian in Washington County, Arkansas being more particularly described as follows, to-wit; Beginning at the SE corner of the SE 1/4, SW 1/4 thence S 89 degrees 49' 11" W 965.00 feet, thence N 37 degrees 15' 16" W 195.00 feet, thence N 04 degrees 51' 08" W. 80.00 feet, thence N 30 degrees 15' 18" W. 50.00 feet, thence N 59 degrees 19' 30" W 47.74 feet, thence South 45 feet, thence East 183.35 feet, thence S 00 degrees 16' 21" E 617.07 feet to the POB, containing 17.23 acres, more or less subject to R/W and easement of record.

KNOW ALL MEN BY THESE PRESENTS:

That Developer has caused the property to be subdivided and platted into lots, said subdivision to be know as BRIDGEPORT ADDITION, PHASE II, in the City of Fayetteville, Arkansas, which plat has been filed of record. Developer hereby makes and enters the following Protective Covenants, Conditions and Restrictions with respect to said subdivision: hereby makes the following declaration as to the limitations, restrictions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this Declaration of Protective Covenants, Conditions and Restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified.

I.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. All streets shown on the recorded plat are hereby dedicated to the use of the public.

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2. All easements as shown on the recorded plat are hereby dedicated for construction, operation and maintenance of public utilities, and are provided for the purpose of enabling such utilities, their agents and employees, to enjoy free, open and unobstructed access through, over and along such easements to the end that their personnel, trucks and work equipment may at all times install, service, operate and maintain all utility facilities within the boundaries of said easements.
3. An Architectural Review Board ("Board") shall be formed to review plans and specifications for all proposed construction within the subdivision. The Board shall be comprised of such members as Developer shall designate. Plans and specifications showing the nature, size, kind, shape, height, materials and locations of any proposed construction shall be submitted to the Board for approval prior to commencement of construction. In the event the Board fails to approve or disapprove the design and location as shown in the plans and specification within five (5) days after said plans and specifications have been submitted to it, approval will be deemed to have been given. After all of the platted lots in the subdivision have been sold by Developer and a residence constructed on each, the requirement as contained in this paragraph for prior approval of proposed construction shall no longer apply.
4. All houses shall have a minimum of 1,800 sq. ft heated space except houses constructed on lots 62, 80, 81, 90, 91, & 92 which shall have a minimum of 2,000 sq. ft. of heated space and lots 82, 83, 84, 85, 86, 87, 88, 89 & 93 which shall have a minimum of 2,500 sq. ft. of 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.
5. Each lot shall be used for single family residential purposes only.
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 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.
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.
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.

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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.
10. Lot Owners shall be responsible for the maintenance and site upkeep (i.e. mowing of grass) of vacant lots.
11. No commercial building of any kind or type shall be erected. No structure shall be used for commercial purposes.
12. No cars shall be parked in the street, except for visitors. Boats, trailers, mobile homes, jet skis, unlicensed cars and sheds shall not be allowed, at any time, either temporarily or permanently.
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.
14. The parking or storage of any motor vehicles in front of any residence shall comply with City ordinances. No vehicles in inoperative condition shall be left on lots more than sixty (60) days.
15. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
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.).
17. The grass on each lot shall be maintained by mowing. Lawn shall be established within thirty (30) days of house completion. Finish grading and seeding shall be part of Lot Owner's responsibility.
18. No sign of any kind shall be displayed to the public view on any lot during construction 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 the builder to advertise the property.

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19. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance.
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.
21. Trash receptacles and their accompanying trash shall be allowed at curbside only on the designated day of pick-up. They shall not be visible from the street otherwise. All receptacles must be removed expeditiously following the scheduled pick-up for that area.
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.
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.
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.
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.
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.

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PROPERTY OWNERS ASSOCIATION

Developer, on the 20th day of September, 1994, created and established Bridgeport Property Owners Association (the "Association") by the adoption of a Declaration of Protective Covenants, Conditions and Restrictions for Bridgeport Addition Phase I, which was filed for record on the 11th day of October, 1994, in the records of the Clerk and Recorder for Washington County, Arkansas, as Instrument No. 94-016353. The association was created and established for the purposes set out in Part II of said Declaration and by its terms provided for the additions to the Project and Developer hereby adds Bridgeport Addition Phase II to the Project and by reference incorporates herein word for word Articles I through VI of Part II of the Declaration of Protective Covenants, Conditions and Restrictions for Bridgeport Addition Phase I, recorded October 11, 1994.

Executed this 29th day of December 1995.

CREEKWOOD HILLS DEVELOPMENT, INC.

By: [Signature]
Richard W. Doyle, President

ATTEST:

[Signature]
Wayne Barnett, Secretary

ACKNOWLEDGMENT BY CORPORATION

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On this 29th 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 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 instruction 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 this 29th day of December 1995.
[Signature]
Notary Public

My Commission Expires:
August 1, 2002

