

PHASE III

October 1, 1999

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDGEPORT ADDITION

PHASE III

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

FILED FOR RECORD
OCT 19 1999
WASHINGTON CO AR
K. HARNISS

KNOW ALL MEN BY THESE PRESENTS:

That Developer has caused the property to be subdivided and platted in lots, said subdivision to be know as BRIDGEPORT ADDITION, PHASE III, 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 and uses to which the lots constituting said subdivision may be put hereby specifying 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.
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.

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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 3,000-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.
5. The front of the house on Lot #109 shall face north and the garage door shall be on the East Side. On Lots #110, #111, & #112, the houses shall face east. On Lot #121, the front of the house shall face the west and the garage door shall face the north. Lots #109, #110, #111 & #112 must have fences along the West Side on Bridgeport Drive. Lot #122 is an "Out Lot" of Bridgeport Addition and shall remain that way.
6. Each lot shall be used for single family residential purposes only.
7. 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 soffit shall be wood or an approved maintenance free material. All homes shall have metal gutters and down spouts. All roofs shall have a minimum 10/12 Pitch slope. All composition shingles are to be architectural grade, have a 25-year warranty and be self-sealing.
8. 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.
9. 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 exception that all sidewalks shall uniformly remain at a minimum of four feet in width.
10. 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 3" in diameter with two (2) being placed in the front yard.
11. Lots Owners shall be responsible for the maintenance and site upkeep (i.e. mowing of grass) of vacant lots.
12. No commercial building of any kind or type shall be erected.
13. 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.

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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.
15. 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 (60) days.
16. 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 material shall be kept in a clean and sanitary condition.
17. All fences must be constructed of wood (cedar or treated lumber), masonry materials or rod iron or steel tubing must be primed and painting and must be maintained at all times and must be submitted to the Architectural Review Board in accordance with the procedure set out in Paragraph 3 of the Article I. Wood fences will be shadow box style only. 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.)
18. The grass on each lot shall be maintained by mowing and edging sidewalks and curbs. The front and side yards will be sodded halfway back of the house, the rest of the area can be seeded and hay on the backyard.
19. No sign of any kind shall be displayed to the public view or 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.
20. 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.
21. 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, this must be approved by the Architectural Review Board.
22. 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.
23. 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.
24. 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.
25. 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

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Owners of said lots in the portion to 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.

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.
27. 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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