

FILED FOR RECORD  
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PHASE V

DECLARATION  
OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
BRIDGEPORT ADDITION  
PHASE V

WASHINGTON CO AR  
B. STAMPS

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

A certain tract of land, located within the corporate limits of the City of Fayetteville, being situated in the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 1, Township 16 North, Range 31 West of the 5<sup>th</sup> Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to-wit:

Beginning at a point N 02°15'27" E 607.55 feet from a State Survey Monument marking the Southwest Corner of said Section 1, thence N 02°15'27" E 692.75 feet to a point; thence S 87°45'31" E 1123.34 feet to a point along the Westerly line of Red Oak Park; thence along the Westerly line of Red Oak Park S 08°53'53" W 303.19 feet to a point; thence continuing along the Westerly line of said Park S 02°46'16" W 49.56 feet to the Northeast Corner of Lot 153 of Bridgeport-Phase 4; thence away from said Park, along the Northerly line of Bridgeport-Phase 4, S 85°43'36" W 322.88 feet to the Northwest Corner of Lot 152 of said Phase 4; thence continuing along the boundary line of said Phase 4, S 02°13'18" W 205.91 feet to the Northeast Corner of Lot 149 of said Phase 4; thence continuing along the boundary line of said Phase 4, S 37°43'09" W 59.99 feet to the Northwest Corner of said Lot 149; thence N 87°46'42" W 549.42 feet to a point; thence S 02°04'44" W 49.94 feet to a point; thence N 87°55'16" W 183.12 feet to the Point of Beginning, containing 14.34 acres (624,770 sq. ft.), more or less, subject to all rights-of-way, servitudes and/or easements, of record or fact.

KNOW ALL MEN BY THESE PRESENTS:

That Developer has caused the property to be subdivided and platted into lots, said subdivision to be known as BRIDGEPORT ADDITION, PHASE V, 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 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.

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. In the event Developer fails to designate Board membership after demand made by the Association to do so, the Association shall designate the Board membership. 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 specifications within fifteen (15) days after said plans and specifications have been submitted to it, approval will be deemed to have been given.
4. Houses constructed in the subdivision shall have the following minimum heated square feet of living space, to-wit:
  - Lots 168 - 173, 175 - 178, 183 - 186, and 189 - 194: 2000 square feet;
  - Lots 158 - 167, 174, 179 - 182, 187 - 188, and 195 - 196: 2200 square feet; and
  - Lots 154 - 157: 2500 square feet.All houses shall be constructed with an enclosed garage with minimum capacity for two (2) vehicles. No carports shall be permitted. All driveways shall be concrete, brick or stone.
5. Each lot shall be used for single family residential purposes only.
6. Except as hereinafter provided, all houses shall have 100% masonry exterior wall veneer from bearing-plate down excluding window and door treatments. Masonry plank siding (e.g., Hardy Plank) shall not be permitted from bearing-plate down. 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 houses shall have gutters and down spouts. All roofs shall have a minimum 8/12 pitch slope. All composition shingles to be architectural grade, have a 25 year warranty and be self-sealing.
7. All mailboxes shall be of identical design as designated by the Board and shall be installed by Lot Owner at Lot Owner's expense at the completion of construction of the house.
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.
9. No tree shall be disturbed without approval of the Board. Request for approval shall be in writing and made ten (10) days prior to the start of construction. Lot Owner 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 Owner shall be responsible for the maintenance and site up keep (e.g., 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, except Developer may place a structure within the subdivision to be used as a temporary sales office until all lots are sold.
12. No vehicles shall be parked in the street, except for visitors. Boats and jet skis shall be kept in the garage or back yard inside a six (6) foot privacy fence. Travel trailers, except for the specific purpose of loading and unloading, mobile homes or unlicensed vehicles shall not be allowed at any time, either temporarily or permanently. The exception herein granted for the loading and unloading of travel trailers shall not exceed twelve (12) consecutive hours.
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 Board and must be contained within a privacy fence. Pet feces must be cleaned up when walking pets.
14. No vehicle in an inoperative condition shall be kept on a lot 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 Board in accordance with the procedure set out in Paragraph 3 of this 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 part of the lot.
17. The grass on each lot shall be maintained by mowing in a manner consistent with the general standard within the subdivision. Lawns shall be established within ninety (90) days of completion of construction of the house, but in no event later than thirty (30) days following occupancy of the house. Finish grading and seeding shall be a part of Lot Owners responsibility. The entire front and side yards and that portion of the back yard adjacent to and extending six (6) feet from the back of the house shall be sodded.
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 a builder to advertise the property.
19. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance.
20. No satellite dish installed at ground level shall be erected at a height to exceed six (6) feet, nor shall it exceed twenty-four (24) inches in diameter. All mini-satellite dishes shall be erected at the back half of the house, eaves or roof. No part of the dish shall be visible from the street.
21. Trash receptacles and accompanying trash shall be allowed on curbside only on the designated day of pick-up. Otherwise, they shall not be visible from the street. All receptacles must be removed expeditiously following pick-up.
22. Outbuildings shall conform to and be compatible in design and appearance with the house, and plans for construction or installation of any such outbuilding must be approved by the Board in accordance with the procedure set out in paragraph 3 of this Article I.
23. The natural contour and integrity of all lots shall remain intact unless written approval to alter the contour of a lot is given by the Board. Request for approval shall be in writing and made ten (10) days prior to start of excavation.
24. Lot Owner agrees 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, 2011, 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 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.
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. The Association, as identified in Article II, shall have standing in its name to enforce these covenants, conditions and restrictions.
27. Invalidation of any one 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 provisions which shall remain in full force and effect.

