

**DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BRIDGEPORT ADDITION**

PHASE I-VIII

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

Part of the SW1/4 of Section 1, T16N, R31W, of the Fifth Principal Meridian in Washington County, Arkansas being more particularly described as follows. to-wit: Beginning at the NE corner of the SE1/4, SW1/4 thence S0°16'21" E 705.00 feet thence west 183.35 feet thence north 45.00 feet, thence west 1195.36 feet, thence north 355.52 feet, thence N06°18'04" E 304.99 feet, thence N89°56'21" E 286.74 feet, thence N00°17'39" W 550.00 feet, thence N89°56'21" 326.00 feet thence, N00°17'39" W 770.89 feet, thence N89°51'08" E 70.00 feet thence, S00°17'39" E 1321.00 feet, thence N89°56'21" E 659.16 feet to the PCB, containing 27.04 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 known as BRIDGEPORT ADDITION, PHASE I, 'n 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 in 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 Phases: All streets shown on the recorded plat are hereby dedicated to the use of the public.
2. All Phases: 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 the: personnel. trucks and work equipment may at all times install. service, operate and maintain all utility facilities within the boundaries of said easements.
3. All Phases: An Architectural Review Board ('BOARD') shall be formed to review plans and specifications for 3 proposed construction with 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 specifications with 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 prior approval of proposed construction shall no longer apply.

4. Phase One (1): All houses shall have a minimum of 1,800 sq. ft. heated space except houses construction on lots 1 through 4, 26 through 43, lot 60. 82 through 93, 106 through 108 which will have a minimum of 2,000 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.
 - 4A. Phase Two (2): 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. & of heated space.
 - 4B. Phase Three (3): All houses shall have a minimum of 3,000 square feet heated space.
 - 4C. Phase Four (4): Houses constructed In the subdivision shall have the following minimum heated square feet of living space, to-wit:
 Lots 141 - 143 147 - 149: 2000 square feet;
 Lots 126, 127,138 -140, 144 -146 and 152 -153: 2200 square feet; and
 Lots 128 - 137 and 150 - 151: 2500 square feet.
 - 4D. Phase Five (5): Houses constructed in the subdivision shall have the minimum heated square feet of living space, to-wit:
 Lots 168-173, 175-178, 183-186 and 189-194; 2,000 square feet;
 Lots 156-167, 174, 179-182, 187-188 and 195-196; 2,200 square feet; and
 Lots 154-157; 2,500 square feet.
 - 4E. Phase Six (6): Houses constructed in the subdivision shall have a minimum of 1,800 square feet of heated living space.
 - 4F. Phases Seven and Eight (7 & 8): Houses constructed in the subdivision shall have the following minimum heated square feet of living space, to wit:
 Lots 1 & 2: 2,800 square feet Lots 14-16: 2,500 square feet
 Lots 3-9: 3,000 square feet Lots 17 & 18: 3,000 square feet
 Lots 10-11: 2,800 square feet Lots 19-24: 2,500 square feet
 Lots 12-13: 3,000 square feet
5. Phases One and Two, and Four through 8 (1 & 2, 4-8): Each lot shall be used for single family residents° purposes only.
 - 5A. Phase Three (3): 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 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. Phase One (1): All exterior walls shall have masonry veneer from the top seal plate down exclusive of doors and windows. Masonite material shall not be used for 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 to be architectural grade have 25 year warranty and be self-sealing.
 - 6A. Phase Two (2): All homes shall have 100% masonry exterior wall veneers on first story excluding window and door treatments. Fireplace chimneys shall be 100% masonry exterior wall veneer.
 - 6B. Phase Three (3): All roofs shall have a minimum of 10/12 pitch slope.
 - 6C. Phases Four through Eight (4 - 8): All roofs shall have a minimum of 8/12 pitch slope.
7. All Phases: All mailboxes shall be identical and shall be purchased from Bridgeport Property Owners Association at the Association's cost.
8. Phase One (1): The cost for construction of sidewalks shall be the responsibility of the Lot Owner and shall be subject: to the construction specifications as mandated by the ordinances and regulations of the City of Fayetteville, Arkansas. except that all sidewalks shall be a minimum of four feet in width.-

9. Phase One and Four - Six (1, & 4-6): No tree shall be disturbed without approval of the Architectural Review Board. Thus approval shall be in writing prior to start of construction. Lot Owners shall provide a minimum of four (4) trees on tree-less lots. Minimum size of 1 ½" diameter.
 - 9A: Phase Two (2): This approval shall be in writing and upon ten (10) days prior written notice to the Board prior to the start of construction with two (2) being placed in the front yard. Lot Owners shall be responsible for the maintenance and site up keep (i.e. mowing of grass) of vacant lots.
 - 9B: Phase Three (3): Trees will have a minimum size of 3" in diameter.
 - 9C: Phases Seven and Eight (7 & 8): As noted on the final plat, Developer has designed the area within the floodway along Lots 1, 2, 3, 4, 5, 6, & 7 as a tree preservation area to be administered under the City of Fayetteville's Tree Preservation Ordinance. Removal of any tree inside this area requires prior approval by the City Landscape administrator and is subject to fines imposed by city ordinance. The planning of appropriate tree species (native to Arkansas Trees) is encouraged within this area.
10. All Phases: No commercial building of any kind or type shall be erected. No structure shall be used for commercial purposes.
11. All Phases: No cars shall be parked in the street, except for visitors. Boats, mobile homes, jet skis, unlicensed cars and temporary sheds shall not be allowed, at any time, either temporarily, or permanently.
12. All Phases: No poultry or livestock of any kind shall be raised, bred or kept on any lot. Kennels for breeding, selling or keeping of domestic pets shall not be allowed. Any pets kept by a Lot Owner shall conform to City ordinances.
13. All Phases: 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.
14. All Phases: 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.
15. All Phases: All fences must be constructed of wood or masonry materials and must be submitted to me Architectural Review Board in accordance with the procedure set out in paragraph 3 of this Article I.
16. All Phases: The grass on each lot shall be maintained by mowing. Lawn shall be established within 90 days of house completion. Finish grading and seeding shall be a part of Lot Owners responsibility.
17. All Phases: 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.
18. All Phases: 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.
19. All Phases: 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.
20. All Phases: 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 March 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 Lot Owners in said Addition; and if only a portion of said 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.
21. All Phases: Enforcement shall be by proceedings 3 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.
22. All Phases: 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.

PROPERTY OWNERS ASSOCIATION

Developer deems it desirable for the efficient preservation of the values of interests in the Project to create an association to which should be delegated and assigned powers of (i) maintaining and administering the street light fixtures, the traffic separation islands on Bridgeport Drive and any other common property which might be deeded to the Association in the future, (ii) administering and enforcing the Covenants, Conditions and Restrictions contained in this Declaration, and (iii) establishing, collecting and disbursing the assessments and charges hereinafter seated, and for this purpose hereby creates and establishes under the laws of the State of Arkansas, Bridgeport Property Owners Association (hereinafter referred in as the 'Association') for the purpose of exercising the functions described herein. .

ARTICLE I

DEFINITIONS

In addition to the definitions herein above set forth, the following words or phrases when used in this Declaration (except when the context otherwise requires) shall have the following definitions.

Section 1. 'Assessment' shall mean and refer to an assessment, whether annual or special, which is levied, charged or assessed against a Lot Owner in accordance with the provisions of this Declaration, and shall become a debt of such Lot Owner and a lien against his lot as hereinafter provided.

Section 2. 'Association' shall mean and refer to the Bridgeport Property Owners Association, or its successors or assigns, which entity shall consist of all the Lot Owners of lots in the Project.

Section 3. 'Bylaws' shall mean and refer to the duly adopted Bylaws of the Association as the same may from time to time be amended.

Section 4. "Limited Common Property" shall mean and refer to the entire Project except for the lots, dedicated public streets and easements as shown on the recorded subdivision plat of the Project. The Limited Common Property is intended to be devoted to the common use and enjoyment of the Lot Owners within the Project.

Section 5. 'Lot Owner' shall mean and refer to any person, firm, corporation, or other association which owns a lot in the Project, but shall not include any person, firm, corporation or other association having such interest merely as security for the performance of an obligation.

Section 6. "Association Property" shall mean (D all tangible and intangible personal property acquired by Developer in connection with its development of the project and transferred to the Association by Developer, (ii) the Limited Common Property transferred to the Association by Developer; and (ii) any real or personal property which shall hereafter be acquired, owned, held or controlled by the Association for the us, benefit, and enjoyment of the Lot Owners as a whole, and any replacements, substitutions or additions thereto. No Lot Owner shall have any proprietary interest in Association property.

Section 7. 'Project' shall mean the Bridgeport Residential Addition being developed by Developer, including all planned phases whether platted or unplatted as of the date of filing this Declaration.

Section 8. "Person" means any individual, corporation, partnership, association or other legal entity.

ARTICLE II

ASSOCIATION

Section 1. Membership in Association. Each Lot Owner (including Developer as in any unsold or retained lots) shall automatically become a member of the Association and shall remain a member thereof until he shall cease to be a Lot Owner. The Lot Owner may assign his membership privileges to a lessee, tenant, or contract purchaser, so long as the same shall be in writing and upon ten (10) days' prior written notice to the Association.

Section 2. Transfer of Membership. The membership of each Lot Owner in the Association is appurtenant to and inseparable from his ownership interest in his lot and shall be automatically transferred upon any authorized transfer or conveyance of his lot to any transferee or grantee, and except as provided herein, said membership shall be non-transferable.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Members of Class A shall be all Lot Owners other than the Developer. Each Class A member shall be entitled to one vote for each lot owned, when more than one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but no event shall more than one vote be cast with respect to any lot, nor shall there be any split votes among multiple owners of a single lot.

Class B. The Class 8 member shall be the Developer. The Class B member shall be entitled to three (3) votes for each lot owned by Developer. Class B membership shall cease and convert to Class A membership on the happening of the first to occur of the following events:

(a) when the total votes outstanding in Class A membership are equal to or greater than the total votes outstanding in the Class B membership; or

(b) five (5) years from the date of the filing of record of this Declaration.

Upon conversion of the membership, the Class B member shall be entitled to one vote for each lot in which it holds the interest required for membership hereunder.

The voting rights of both classes of membership shall be subject to the restrictions, conditions and limitations provided in this Declaration and in the Bylaws of the Association.

Section 4. Board of Directors. The Board of Directors shall consist of three (3) persons. The Board of Directors shall be named by the Developer. At the time of the first annual meeting of the members of the Association, the members thereof (including Developer with respect to any unsold or retained lots) shall elect, in accordance with the Bylaws, a Board of Directors replacing the initial Board of Directors.

Section 5. Bylaws. The Association shall be governed by a set of Bylaws which have been made and adopted by the Developer and which are incorporated herein by referenced as if set out herein word for word.

ARTICLE III

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each lot owned by» it hereby covenants and each Lot Owner of any lot, by acceptance of a deed therefore, whether or not expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay all assessments duty fixed by the Association. Such assessments may be fixed, established and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees as hereinafter provided, shall be a charge on the lot and shall constitute a continuing lien on the lot against which each assessment is made. Each assessment, together with interest thereon and costs of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall also be the personal obligation of the person who was the Lot Owner at the time the assessment was made. The personal obligation for delinquent assessments shall not pass to a Lot Owners successor in title unless expressly assumed by such successor in title: however, the lien herein created against the lot for delinquent assessments shall continue against the lot, notwithstanding transfer of title to the lot. The personal obligation for delinquent assessments shall be joint and several for multi-owners (one name only) of a single lot.

Section 2. Purpose of Assessments. Assessments shall be used exclusively for the operations of the I Association. The improvement and maintenance of limited common properties, including the street light fixtures and separation islands on Bridgeport Drive: the payment of taxes and levies on the limited common property, if any; and the payment of insurance obtained by the Association on the Association's property.

Section 3. Amount of Annual Assessments. Lot owners (including the Developer for any lots remaining unsold or retained by Developer) shall begin paying annual assessments on the date specified in Section 8 of this Article. The initial annual assessment shall be \$100.00 per lot. From and after January 1, 1995, the annual assessments may be increased in accordance with the procedures outlined in Section 4 of this Article or, if deemed appropriate by the Board of Directors of the Association consideration of current maintenance costs and future needs of the Association. The amount of such annual assessment may be reduced.

Section 4. Change in Amount of Annual Assessments. From and after January 1, 1995, the annual assessment may be increased by the Board of Directors of the Association in an amount not exceeding twenty

percent (20%) above the annual assessment for the previous year. From and after January 1, 1995, the membership of the Association may change the amount of the annual assessment by any amount above the annual assessment for the previous year. Any such change shall have the consent of two-thirds (2/3) of the votes cast by each class of members who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, in the event that neither the Board of Directors nor the members of the Association elect to increase the annual assessment in any year, the annual assessment for that year shall remain at the amount prevailing for the previous year.

Section 5. Special Assessments. The membership of the Association may establish special assessments as deemed necessary for the welfare of the Association and the purposes for which it exists. The establishment of such special assessments shall require the consent of two-thirds (2/3) of the votes cast by each class of members who are present and voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Uniform Rate of Assessment. Annual and special assessments shall be paid at a uniform rate by each lot, so that each Lot Owner pays an equal assessment regardless of the size of his lot. Annual assessments shall be paid without regard to the extent of use or non-use of the Limited Common Property, and such assessments shall be collected on an annual basis. Special assessments shall be collected at the time as determined by the Board of Directors of the Association, and shall also be divided equally among the Lot Owners. except that for any damage or destruction due to negligence, intentional or malicious act or omission of any Lot Owner, any member of his family, guests, tenants, agents, licensees, or employees, the Board shall assess only such Lot Owner for the cost of repair or replacement of such damaged area. In the event of such occurrence, such special assessment shall thereafter be due as a separate debt of such Lot Owner and payable in full to the Association within thirty (30) days following the mailing of such notice from the Board of Directors of the Association.

Section 7. Required Quorum for Levying Special Assessments for Capital Improvements and for Changing Amount of Annual Assessment. At any meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of members, in person or by proxy, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. if the required quorum is not forthcoming at any meeting, another meeting may be called. subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The initial annual assessment provided for herein shall commence on the date (hereinafter referred to as the "Commencement Date") fixed by the Board of Directors of the Association. The Commencement Date shall fall on the first day of the month. The initial annual assessment shall be made for the balance of the calendar year in which the Commencement Date falls and shall become due on the Commencement Date. Thereafter, annual assessments shall be due and payable on the first day of March each year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be in an amount which bears the same relationship to the annual assessment specified in Section 3 hereof as the remaining number of months in that year bears to twelve. The same prorated reduction in the amount of the assessment shall apply to the annual assessment levied against lots which may hereafter be added to the Project if such assessment falls due at the time other than the beginning of any assessment period. The due date of any special assessment established pursuant to Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Assessment Duties of the Board of Directors. The Board of Directors of the Association shall establish the amount of the annual assessment at least thirty (30) days in advance of the initial commencement date and the first of March of any subsequent calendar year. The Board of Directors of the Association shall cause records to be kept of the due dates and payments made by each Lot Owner within the Project, and such records shall be kept at the of the Association and shall be open to inspection to any Lot Owner. Written notice of all assessments established by the Board of Directors or by the membership of the Association shall be sent to each Lot Owner. The Association shall, upon request, furnish to any Lot Owner liable for an annual or special assessments a certificate in writing signed by a duly-authorized officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-Payment of Assessment; the Personal Obligation of the Lot Owner', the Lien; Remedies of the Association. if the assessments are not paid on the dates specified by the Board of Directors in accordance with Sections 6 and 8 above, then such assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the lot which shall bind such lot in the hands of the then Lot Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then-Lot Owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate of interest allowed by law, and the Association may bring an action against the Lot Owner personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment a reasonable attorneys' fee to be fixed by the Court, together with the costs of such action. No Lot Owner may exempt himself from liability for assessments provided herein by (i) his non-use of the Limited Common Property and appurtenances, (ii) his waiver of the use of the Limited Common Property, or (iii) by abandonment of Owner's lot /"Alia

Section 11. Subordination to the Lien of Mortgages. The lien of the assessments provided for herein shall be subject and subordinate to the rights of any mortgagee of any recorded first mortgage or second mortgage upon any lot made in god faith and value for. Lien for nonpayment of dues is relegated to a lesser position than payment due to the mortgage holder.

ARTICLE VI

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Additions to Project by Developer. Developer, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties provided (i) that such additional properties are in the general area, and (ii) that the additional properties are developed, designed, and planned in a manner comparable to the Project subject to this Declaration. Nothing herein shall require the Developer to add any such property.

Section 2. Other Additions. Notwithstanding the foregoing, additional properties may be added to the Project even though such properties are not consistent with the scheme and design of the Project upon the consent of a majority of the votes of each class of members of the Association who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for such purpose.

Section 3. Method of Authorizing Additions. The additions authorized under Sections 1 and 2 of this Article shall be made by filing of record one or more supplementary declarations of covenants, conditions and restrictions with respect to the additional property which shall extend the scheme of the provisions of this Declaration to such property.

EXECUTED this 20 day of SEPTEMBER, 1994.

CREEKWOOD HILLS DEVELOPMENT, INC.
Wayne Burnett
WAYNE BURNETT, President

ATTEST:
John T. Mack
JOHN T. MACK, Secretary

ACKNOWLEDGMENT BY CORPORATION

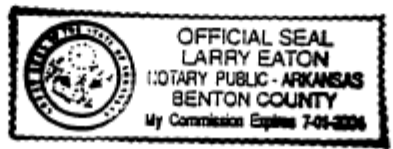
State of Arkansas
County of Benton

On this 20 day of September, 1994, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Wayne Burnett and John T. Mack, 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 this 20 day of September, 1994.
Larry Eaton
Notary Public

My commission expires:
7-01-2004

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PHASE II

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

Pan 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° 49' 11" W 965.00 feet, thence N 37° 15' 16" W 195.00 feet, thence N 04° 51' 08" W. 80.00 feet, thence N 30° 15' 18" W. 50.00 feet, thence N 59° 19' 30" W 47.74 feet, thence South 45 feet, thence East 183.35 feet, thence S 00° 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 known 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.

PROPERTY OWNERS ASSOCIATION

Developer, on the 20th day of September, 1994, created and 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 see out in Part II of said Declaration and by its terms provided for the additions to the Project and Develop: hereby adds Bridgeport Addition Phase II to the Project and by reference incorporates herein word for word Articles I through VI of Part [I] 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 Burnett, 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, 2009



PHASE III

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

KNOW ALL MEN BY THESE PRESENTS

That Developer has caused the property to be subdivided and platted in lots, said subdivision to be known 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 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.

PROPERTY OWNERS ASSOCIATION

Developer, on the date, 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 III, which was filed for record on the date 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 date.

Executed this 11 day of October, 1999

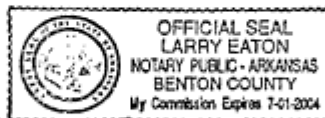
CREEKWOOD HILLS DEVELOPMENT, INC.

By [Signature] President

ATTEST
[Signature]
Secretary

ACKNOWLEDGEMENT BY CORPORATION

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)



On this 11 day of October, 1999, before me, a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named Perry L. Butcher and John T. Mack, 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 acknowledge 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 11 day of October, 1999.

[Signature]
Notary Public

My Commission Expires:
7-1-04

PHASE IV

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 Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) and the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 1, Township 16 North, Range 31 West of the 5th Principal Meridian, Washington County, Arkansas, being more particularly described as follows, to wit:

Beginning at a point along the Southerly line of said Section 1 and the Northerly line of Fieldstone Subdivision, said point being S 87° 04'33" E 729.96 feet from a state monument, marking the Southwest Corner of said Section 1, thence N 02° 57'21" E 109.60 feet to a point; then 31.42 feet along a tangential curve to the left, having a radius of 20.00 feet, an interior angle of 90° 00'00", and a chord bearing and distance of N 42° 02'39" W 28.28 feet to a point; thence non-tangent to the previous curve, N 02° 57'21" E 42.00 feet to a point; thence N 87° 02'39" W 118.65 feet to a point; thence N 02° 57'21" E 130.00 feet to a point; thence N 02° 13'18" E 148.54 feet to a point; thence N 05° 10'26" E 70.09 feet to a point; thence N 02° 13'18" 145.00 feet to a point; thence S 87° 46'42" E 134.05 feet to a point; thence N 37° 43'09" E 59.99 feet to a point; thence N 02°13'18" E 205.91 feet to a point; thence N 85° 43'36" E 322.88 feet to a point; thence S 02° 46'16" W 68.71 feet to a point; thence 191.29 feet along a non-tangential curve to the right, having a radius of 1025.00 feet, an interior angle of 10° 41'35", and a chord bearing and distance of N 54° 30'55" E 191.02 feet to a point along the Westerly line of Bridgeport Subdivision Phase 1; thence along the Westerly line of said subdivision, non-tangent to previous curve, S 02° 46'16" W 60.21 feet to a point; thence away from said subdivision, 197.97 feet along a non-tangential curve to the left, having a radius of 975.00 feet, an interior angle of 11° 38'01", and a chord bearing and distance of S 52° 07'21" W 197.63 feet to a point; thence non-tangent to the previous curve, S 02° 46'16" W 75.72 feet to a point; thence S 26° 12'12" E 70.23 feet to a point; thence S 02° 40'19" E 122.82 feet to a point; thence S 55° 27'56" E 208.55 feet to a point; thence S 07° 59'27" E 149.38 feet to a point; thence S 05° 59'57" E 81.17 feet to a point; thence S 18° 28'44" E 98.03 feet to a point; thence S 02° 28'59" W 135.78 feet to a point along the Southerly line of Section 1; thence along the Southerly line of said Section 1, N 87° 31'01" W 75.03 feet to a found iron pin, marking the Southeast Corner of the SW1/4 of the SW1/4 of said Section 1 and the Northeast corner of Fieldstone Subdivision; thence along the Southerly line of said Section 1, and the Northerly line of Fieldstone Subdivision N 87° 04'33" W 573.82 feet to the Point-of-Beginning, containing 12.46 acres (542,860 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 lot, said subdivision to be known as BRIDGEPORT ADDITION, PHASE IV, 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 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.

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 for record on the 11th day of October, 1994, in the records of the Clerk and Recorder for Washington County, Arkansas, as Instrument No. 94-06853. The Association was created and established for the purposes set out in Part II of said Declaration and by its Developer by reference incorporates herein word for word Articles I through V [sic] of Part I of said Declaration to attach to and be effective against each lot within Phase IV of Bridgeport Addition upon the initial transfer of fee simple title by Developer.

EXECUTED this 26TH day of FEBRUARY, 2001.

CREEKWOOD HILLS DEVELOPMENT, INC.

By: [Signature]
President

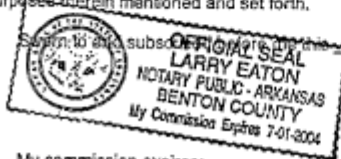
ATTEST:

[Signature]
Secretary

ACKNOWLEDGMENT BY CORPORATION

State of Arkansas)
) ss:
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person Perry L. Butcher and John T. Mack, who stated that they were the President and Secretary, respectively, of Creekwood Hills Development, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument 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.



Subscribed and sworn to before me on this 26 day of February, 2001.

[Signature]
Notary Public

My commission expires:

7-1-04

creekwood/covenants phase iv

PHASE V

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 (SW1/4) of the Southwest Quarter (SW1/4) of Section 1, Township 16 North, Range 31 West of the 5th 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°24'53" 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 a point; thence N 87°55'16" W 183.12 feet to the Point of Beginning, containing 14.34 acres (624,170 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.

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. 944361353. The Association was created and established for the purposes set out in Part II of said Declaration and by its terms provided for additions to the Project. Developer by reference incorporates herein word forward Articles i through VI [sic] of Part ii of said Declaration to attach to and be effective against each lot within Phase V of Bridgeport Addition upon the initial transfer of fee simple title by Developer.

EXECUTED this 12th day of July, 2001.

CREEKWOOD HILLS DEVELOPMENT, INC.

By: [Signature]
President

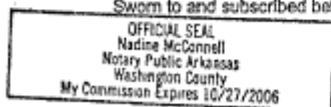
ATTEST: [Signature]
Secretary

ACKNOWLEDGMENT BY CORPORATION

State of Arkansas)
) ss:
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person Perry L. Butcher and John T. Mack, who stated that they were the President and Secretary, respectively, of Creekwood Hills Development, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument 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 12th day of July, 2001.



[Signature]
Notary/Public

My commission expires: 10/27/2006

PHASE VI

WHEREAS, CREEKWOOD HILLS DEVELOPMENT, (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 (SW1/4) of the Southwest Quarter (SW1/4) of Section 1, Township 16 North, Range 31 West of the 5th Principal Meridian. Washington County, Arkansas, being more particularly described as follows, to-wit:
Beginning at a stone monument, marking the Southwest Corner of said Section 1, thence N 02° 15'27" E 607.55 feet to the Southwest Corner of Lot 173, Bridgeport Subdivision - Phase 5; thence S 87° 55'16" E 183.12 feet to a point along the Easterly right-of-way line of Colony Way; thence along said right-of-way N 02° 04'44" E 49.94 feet to the

Southwest Corner of Lot 174, of Bridgeport Subdivision - Phase 5; thence S 87° 46'42" E 415.36 feet to the Northwest Corner of Lot 147, of Bridgeport Subdivision - Phase 4; thence along the Westerly line of Lot 4 S 02° 13'18" W 145.00 feet to the Southwest Corner of said Lot, said point also being along the Northerly right-of-way line of New Bridge Road; thence S05° 10'26" W 70.09 feet to a point along the Southerly right-of-way line of New Bridge Road; thence away from New Bridge Road S02° 13'18" 148.54 feet to a point; thence S02° 57'21" W 130.00 feet to a point; thence S87° 02'39" E 118.65 to a point; thence S02° 57'21" W 42.00 feet to a point; thence 31.42 feet along a non-tangential curve to the right, having a radius of 20.00 feet, an interior angle of 90° 00'00" and a chord bearing and distance of S42° 02'39" E 28.28 feet to a point along the Westerly right-of-way line of Desarc Way; thence along Desarc Way S02° 57'21" W 109.60 feet to a point along the Northerly line of Fieldstone Subdivision - Phase IV; thence along the Northerly line of said subdivision N87° 04'33" W 729.96 feet to the Point-of-Beginning, containing 9.35 acres (407,350. sq. ft), more or less, subject to all rights-of-way, easements and/or servitudes, 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 VI, 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 at 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.

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. Q4-061353. The Association was created and established for the purposes set out in Part II of said Declaration and by its terms provided for additions to the Project. Developer by reference incorporates herein word for word Articles I through VI [sic] of Part II of said Declaration to attach to and be effective against each lot within Phase VI of Bridgeport Addition upon transfer of fee simple title by Developer.

 EXECUTED this 5TH day of March, 2002.

CREEKWOOD HILLS DEVELOPMENT, INC.
 By: [Signature]
 President

ATTEST:
[Signature]
 Secretary

ACKNOWLEDGMENT BY CORPORATION

State of Arkansas }
 } ss:
 County of Benton }

On this day before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person Perry L. Butcher and John T. Mack, who stated that they were the President and Secretary, respectively, of Creekwood Hills Development, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument 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 5 day of March, 2002.

"NOTARY SEAL"
 Larry Eaton, Notary Public
 State of Arkansas, Benton County
 My Comm. Expires 7-1-04
 My commission expires 7-1-04

[Signature]
 Notary Public

PHASES 7 & 8

WHEREAS, ARKANSAS OAKS, INC. (hereinafter "Developer") is the record owner of the following described property (hereinafter "Property"), to wit:

A part of the NE ¼ of the SW ¼ and a part of the NW ¼ of the SE ¼ all in section 1, Township 16 North, range 31 West of the 5th Principal Meridian, Washington County, Arkansas, and being more particularly described as follows:

Beginning at an iron pin found at the Southeast Corner of said NE ¼ all in Section 1, Township 16 North, Range 31 West of the 5th Principal Meridian, Washington County, Arkansas, and being more particularly described as follows:

Beginning at the iron pin found at the Southeast Corner of said NE ¼ of the SW ¼; thence along the south line of said NE ¼ of the SW ¼ N 87° 16'39" W 349.25 feet to a fence post found at the Southeast Corner of the Bridgeport Subdivision Phase 3, as recorded in plat book 16, page 40, of the plate records of Washington County, Arkansas; thence along the east line of said Bridgeport Subdivision phase 3 N 02° 29'21" E 840.22 feet to the centerline of Hamstring Creek; thence along said centerline the following fourteen (14) courses: S 81° 58'15" E 54.48 feet; S 85° 26'55" E 50.00 feet; S 89° 39'10" E 50.00 feet; N 71° 25'11" E 50.00 feet; N 60° 23'05" E 50.00 feet; N56° 17'21" E 56.20 feet; N70° 13'15" E 66.35 feet; S80° 54'49" E 23.65 feet; S75° 10'50" E 37.63 feet; S64° 48'59" E 31.49 feet; S55° 39'15" E 42.60 feet; S64° 40'02" E 47.50 feet; S63° 32'13" E 87.51 feet; S59° 55'19" E 189.22 feet; thence departing said centerline S02° 41'57" W 992.01 feet to a found iron pin; thence N87° 45'36" W 414.39 feet to a found iron pin; thence N02° 35'18" E 241.49 feet to the point of beginning, containing 17.40 acres, more or less. Subject to any Easements, Covenants or Restrictions of record or fact.

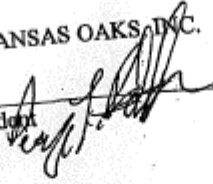
KNOW ALL MEN BY THESE PRESENTS

That Developer has caused the property to be subdivided and platted into lots, said subdivision to be known as Bridgeport, Phases 7 & 8, 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 the 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, the 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 here in specified.

EXECUTED this 18 day of December, 2004

ARKANSAS OAKS, INC.

By _____
President



ATTEST: Bill Helmer

ACKNOWLEDGEMENT BY CORPORATION

State of Arkansas)
County of Washington) ss.

On this day before me a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appear in person _____ and _____

Who stated that they were the President and Secretary, respectively of Arkansas Oaks, Inc., a corporation, and were authorized in the respective capacities to execute the foregoing instrument 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 consideration, uses and purpose therein mentioned and set forth.

Sworn to and subscribed before me this ___ day of _____.

Notary Public

**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 follow:

4. All houses shall have a minimum of 1,800 sq. ft. heated space except houses constructed on lots 1 through 4, 26 through 43 and lot 60 which shall have a minimum of 2,000 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.

Provision I, paragraph 6 is hereby amended to read as follow:

6. All homes shall have a minimum of 60% masonry exterior wall veneer. Masonite material 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 metal gutters and down spouts. All roofs shall have a minimum 6/ 12 pitch slope. All composition shingles to be architectural grade have a 25 year warranty and be self-sealing.

Provision 1, paragraph 7 is hereby amended to read as follows:

7. All mailboxes shall be identical and shall be purchased from Bridgeport Property Owners Association at the Association's cost.

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

Dated this 17 day of January, 1995.

CREEKWOOD HILLS DEVELOPMENT, INC.

ATTEST:

John T. Mack
JOHN T. MACK, Secretary

Wayne Burnett
WAYNE BURNETT, President

ACKNOWLEDGMENT BY CORPORATION

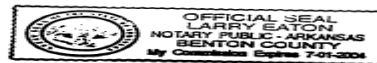
State of Arkansas
County of Benton

On this 17 day of January, 1995, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Wayne Burnett and John T. Mack, 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 this 17 day of January, 1995.

My commission expires:
07-01-97

Larry Eaton
Notary Public



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 veneers on 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 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:

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 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 visible 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:

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.

Richard W. Doyle 12-12-95
Richard W. Doyle, President

ATTEST:

Wayne Burnett 12-12-95
Wayne Burnett, Secretary
Richard W. Doyle 12-12-95
Richard W. Doyle
Lot Owner # 12 12-12-95
Richard W. Doyle BUILDINGS INC.
Lot Owner # 13 12-12-95
Richard W. Doyle
Lot Owner # 14 12-12-95
Richard W. Doyle 12-12-95
Lot Owner # 15
Richard W. Doyle 12-12-95
Lot Owner # 16
Richard W. Doyle 12-12-95
Lot Owner # 17
Richard W. Doyle 12-12-95
Lot Owner # 18
Richard W. Doyle 12-12-95
Lot Owner # 19

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

My commission expires:

7-1-04

Larry Eaton
Notary Public



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, Conditions and Restrictions for Bridgeport Addition, Phase I, II, III.

Provision 1, 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 fence on property line. Trailers, Mobile homes, unlicensed vehicles shall not be allowed at any time either temporarily or permanently.

Provision 1, 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, 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 L 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 must be approved by the Architectural Review Board, and contained in privacy fenced area. Pet's 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 sodden, and completed before house occupancy. Lawns must be kept trim along walks, driveways, curbs, etc. Finish grading and seeding shall be a pan 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 sodden, and completed before house occupancy. Lawns must be kept trim along walks, driveways, curbs, etc. Finish grading and seeding shall be a par: of Lot Owners responsibility.

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

20. No satellite dish sitting at ground {eve} 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 rep 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 {eve} 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 rep of the roof shall be visible from the street.

Provision I, paragraph 25, Phase 1 & II, is hereby amended to read as follows:

25. Enforcement shall be by proceeding at law or in equity 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 the 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 the 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 1, 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.

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: 10/23/20

CREEKWOOD HILLS DEVELOPMENT, INC.

President [Signature]

ATTEST: [Signature]

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

P.O. A. Vice-President [Signature]

P.O.A. Secretary-Treasurer [Signature]

Lot Owner: # 179

Kimberly M. Hadley

Lot Owner: #12
Pan 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

Commission expires:
2-27-2001

PHASE I, II, III

The undersigned, being MEMBERS OF THE BOARD OF DIRECTORS 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, Conditions and Restrictions for Bridgeport Addition, Phase I, II, III.

Article III, section 3, Phase I, II & III is hereby amended to read as follows:

Section 3. Amount of Annual Assessments. Lot owners (including the Developer for any lots remaining unsold or retained by Developer) shall begin paying annual assessments on the date specified in Section 8 of the Article. The annual assessment shall be \$120.00 per lot. From and January 1, 1995, the annual assessments may be increased in accordance with the procedures outlined in Section 4 of this article or, if deemed appropriate by the Board of Directors of the Association consideration of current maintenance costs and future needs of the Association. The amount of such annual assessment may be reduced.

This amendment for a 20% increase in annual assessments was a result of a board meeting, of March 24, 2000. Upon which it was decided to keep the annual dues for the year 2000 at \$100.00, and to increase them to \$120.00 in the year 2001, as per Article 111, Section 4 in the Covenants.

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

EXECUTED THIS 5th DAY OF Feb 2001

P.O.A. President
Susan Hemingway

P.O.A. Vice-President

[Handwritten Signature]

P.O.A. Secretary-Treasurer

[Handwritten Signature]

State of Arkansas
County of Washington Benton

On this 5th day of FEB, 2008, before me a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named ~~Paul White, Diana White~~ Paul White, Diana White being the person authorized by said corporation to execute such instrument, who stated that they were the Board of Directors of Bridgeport Property Owners Association and were duly authorized in their respective capacities to execute the foregoing instruments for and in the name of said Association, 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 5th day of FEB, 2008

[Handwritten Signature]
Notary Public

My commission expires:

5/1/2008

HOLLY F. JONES
NOTARY PUBLIC, STATE OF ARKANSAS
MY COMMISSION EXPIRES 05-01-2008
BENTON COUNTY

PHASE I, II, III, IV, V, VI

The undersigned, being owners, members of the Property Owners Association Board and representative of a majority of all lots in Bridgeport Addition, Phase I, II, III, IV, V and VI 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 Covenants, Conditions and Restrictions for Bridgeport Addition, Phase I, II, III, IV, V and VI as directed by the lot owners of said additions by a majority of in-person and proxy votes as held on November 14th, 2007.

Part II, Article II, Section 3, Phase I, II, III, IV, V, and VI are hereby amended to read as follows:

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Members of Class A shall be all Lot Owners other than the Developer. Each Class A member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot, nor shall there be any split votes among multiple owners of a single lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to one (1) vote for each lot owned by Developer. Class B membership shall cease and convert to Class A membership on the happening of the first to occur of the following events:

- (a) when the total votes outstanding in Class A membership are equal to or greater than the total votes outstanding in the Class B membership, or
- (b) five (5) years from the date of the filing of record of this Declaration.

Upon conversion of the membership, the Class B member shall be entitled to one vote for each lot in which it holds the interest required for membership hereunder.

The voting rights of both classes of membership shall be subject to the restrictions, conditions and limitations provided in this Declaration and in the Bylaws of the Association.

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

EXECUTED THIS 20th DAY OF: February

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


Paul Johnson

P.O.A. Vice-President


Jay Harter

P.O.A. Secretary


Todd Bittle

P.O.A. Treasurer

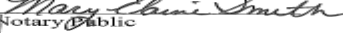

Alan Bryant

State of Arkansas
County of Washington

On this 20th day of February, 2008, before me a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named, Paul Johnson, Jay Harter, Todd Bittle, and Alan Bryant, being the persons authorized by said corporation to execute such instrument, who stated that they were the Board of Directors of Bridgeport Property Owners Association and were duly authorized in their respective capacities to execute the forgoing instruments for and in the name of said Association, and further stated and acknowledged that they had so signed, executed and delivered said forgoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

Sworn to and subscribed before me on the 20th day of February




Notary Public

PHASE VII & VIII

The undersigned, being owners, members and representative of a majority of all lots in Bridgeport Addition, Phase 7 & 8 and Bridgeport Phases I, II, III, IV, V and VI 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 Covenants, Conditions and Restrictions for Bridgeport Addition, Phase 7 & 8 as directed by the lot owners of said additions by a majority of in-person or proxy votes as held between March 27, 2008 and June 1, 2008.

1. The Existing Covenants, Conditions and Restrictions of said Declaration shall hereinafter fall under the heading of and be referred to as "Part 1."
2. Part II is hereby inserted into said Declaration to read as follows:

Part II

Property Owners Association

On the 20th day of September, 1994, the Bridgeport Property Owners Association (the "Association") was created and established 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. 94-061353. The Association was created and established for the purposes set out in Part II of said Declaration and by its terms provided for additions to the Project. In a successful majority vote of Bridgeport phases I, II, III, IV, V and VI lot owners, conducted November 14, 2007 as required in Part II, Article IV Section 2 of said Declaration and by majority vote of Bridgeport Phases 7 and 8 lot owners between March 27, 2008 and June 1, 2008 as required in Part 1, Paragraph 25 of this instrument, Bridgeport Phases 7 & 8 are hereby added to the Project and hereby incorporate by reference word for Word Articles I through VI [sic] of Part II of said Declaration, as amended, to attach to and be effective against each lot Within Bridgeport Phases 7 & 8.

3. The term "Article II" in Part I, Paragraph 26 of said Declaration is hereby amended to read "Part II."
4. Except as herein specifically amended, the original Declaration of Protective Covenants, Conditions and Restrictions shall remain in full force and effect.

EXECUTED THIS 2 DAY OF June, 2008.

Representing a vote of majority of property owners

Chris Brown
Lot Owner Bridgeport Addition Phase 7

D. [Signature]
Lot Owner Bridgeport Addition Phase 8

Bridgeport P.O.A President, representing vote of majority of Bridgeport property owners Phase I, II, III, IV, V and VI

Paul Johnson
Paul Johnson

Bridgeport P.O.A Secretary

Tracy Marchky
Tracy Marchky

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) ss

On this 2nd day of June, 2008, before me a Notary Public, duly commissioned, qualified and acting within and for said County and State, appeared in person the within named, Chris Brown, Paul Johnson, and Tracy Marchky, being the persons authorized by said corporation to execute such instrument, who stated that they were lot owners or a member of the Board of Directors of Bridgeport Property Owners Association and were duly authorized in their respective capacities to execute the forgoing instruments for and in the name of said Association and lot owners, and further stated and acknowledged that they had so signed, executed and delivered said forgoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

Sworn to and subscribed before me on the 2nd day of June, 2008.

OFFICIAL SEAL
MARY ELAINE SMITH
NOTARY PUBLIC-ARKANSAS
MADISON COUNTY
MY COMMISSION EXPIRES: 01-01-15

Mary Elaine Smith
Notary Public
OFFICIAL SEAL
MARY ELAINE SMITH
NOTARY PUBLIC-ARKANSAS
MADISON COUNTY
MY COMMISSION EXPIRES: 01-01-15