

15/200

00011005

**Declaration of
Protective Covenants and Restrictions and FILED FOR RECORD
Property Owners' Association At 11:20 O'Clock a/m**

**for
Breckenridge Subdivision**

FEB 07 2000

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Chapman Building Co. Inc., herein called and "Developer" has caused certain lands owned by them to be platted into an addition known as Breckenridge Subdivision, in the City of Rogers, Benton County, Arkansas in Plat Book P2 at Page 78 and

WHEREAS, Developer desires to provide for the use of the property for the highest of residential use and to restrict its uses as such.

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Arkansas, the Breckenridge Subdivision Property Owners' Association, Inc., (herein BSPOA) an Arkansas nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter;

NOW, THEREFORE, Developer hereby adopts the covenants and Property Owners' Association stated herein and agrees that the stated covenants of such shall apply to all of the property now platted as Breckenridge Subdivision, Benton County, Arkansas as covenants running with the land.

ARTICLE I

ARCHITECTURAL CONTROL

1. Architectural and Design Review: In order to establish and preserve a harmonious design for the Development, to promote and protect the property values, to insure that all dwellings and accessory buildings constructed or erected shall have good quality materials and workmanship and are compatible with other dwellings and accessory buildings constructed or to be constructed in the Development, the Developer or the Architectural Control Committee (herein BSACC) of the BSPOA shall approve the details of construction plans including dwelling placements. The Developer shall have sole architectural and design reviewing authority for the Development until the BSACC has been established. The BSACC shall be established and the Developer shall transfer reviewing authority to it when 50% of the lots in the Development have been sold.

2. Approval Guidelines and Limitations: Approval of any proposed plans submitted shall be withheld unless such plans and specifications comply with the applicable Covenants.

page 1 of 7

David Chapman
2407 Barcelona
Springdale, AR
72762
2144

Approval of plans and specifications by the Developer or BSACC is for the mutual benefit of all Breckenridge Subdivision property owners and is not intended to be, and shall not be constructed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each property owner shall be individually responsible for the technical aspect of the plans and specifications.

ARTICLE II PROTECTIVE COVENANTS, USES AND RESTRICTIONS

1. SCOPE OF APPLICATION

These covenants shall apply in their entirety to the area known and described as Breckenridge Subdivision, Benton County, Arkansas as covenants running with the land.

2. LAND USE AND BUILDING TYPES

1. All lots in said subdivision shall be used exclusively for residential purposes, all dwellings to be single family.
2. No dwelling shall be permitted on any said lots unless the total heated floor areas of such dwelling, exclusive of garage and porch areas, shall contain at least 1850 square feet street level.
3. No dwelling shall exceed two stories in height above the finished grade level. Walkout basements are permitted. If a sewage grinder pump is required for a basement, the pump must meet the specifications of the Rogers Water Utilities.
4. No structure of a temporary nature, trailer, tent, shack, or barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanently.
5. No inoperative vehicles of any nature shall be permitted to remain on any lot or lots for a period in excess of any part of three consecutive days. No vehicle, whether operative or inoperative, shall be parked on the street in front of any lot or lots in excess of any part of three consecutive days. As used in this paragraph day is defined as any one part of one 24 hours period.
6. All private drives on said lot or lots connecting said lot or lots with the public streets shall be concrete surface construction with a minimum width of 16'.
7. No obnoxious or offensive activities shall be carried on upon any lot within the property, nor shall anything be done on any of said lots which may or may become a nuisance to the neighborhood, whether a nuisance exists shall be determined by affirmative vote of 2/3 vote of the BSPOA.

8. No owner of any lot within said tract shall allow garbage or other debris to accumulate on the property, but shall dispose of same at regular intervals so as to eliminate nuisance in the neighborhood. 00011007

9. No outbuilding shall be constructed on any lots within said tract which shall exceed 250 square feet in area, and such outbuilding so permitted shall be constructed so as not to detract from the general appearance of the neighborhood and shall be painted to duplicate the exterior trim of the main structure and shall have the same type of color and material as roof of the main structure.

10. No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. Also, no semi-trailer trucks or commercial vehicles larger than a light pick-up truck shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.

11. No dwelling shall be built on any lot unless same has a two car attached garage. Garages may not be converted into living quarters. Carports shall not be permitted.

12. All mailboxes must be bricked and be of the same brick as the home situated on that lot.

13. All roof pitches must be of at least 7/12 pitch with material to be architectural shingles.

14. All dwellings in said development must have at least 75% of total structure to be brick or masonry excluding garage door, windows, and entry doors.

15. Soffits, fascia, and siding must be of a maintenance free material. Absolutely no T-111 siding permitted.

16. All front and side yards shall be sodded. Rear yards of interior lots are to be sodded. Rear yards of perimeter lots may be left in a natural state.

17. No animals or livestock of any kind shall be raised, kept, or bred on any lots in said subdivision except that of dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes and provided that the same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lot in said subdivision.

18. No commercial or private farming will be allowed on any lot. However, a back yard garden will be permitted when it is sized for the needs of the family occupying the lot. Such a garden shall be maintained so that it does not appear weedy, unkept, and unsightly.

19. No lot shall be subdivided or reduced in size from the original plat.

20. No advertising signs, displays, or other media shall be permitted upon any lot in said subdivision, except signs listing the premises for sale may be displayed, as permitted by applicable sign ordinances and regulations.
21. No fence shall be constructed on any lot in the area between the front building line of any dwelling and the front lot line of any lot. No fence on a corner lot shall be constructed more than 15 feet beyond the side setback line toward the street. There shall be only wood privacy fences allowed and fences shall not exceed 6' in height. Chain link and other forms of wire fencing are specifically prohibited.
22. No communication mast, tower, or structure may be installed unless it shall be constructed behind a dwelling in the rear yard of any lot, with the uppermost point of any such equipment to not be more than two feet above the highest point of the roof of the dwelling. Satellite dishes shall be placed behind the dwelling in the rear yard inside and within the building setback lines for the side and rear yard.
23. No construction of any structure will be allowed in the electric easement on lots 13 through 25.
24. Sidewalks are to be constructed in accordance with the City of Rogers specifications by individual lot owners no later than by the time the driveway for the lot is constructed.
25. All dwellings and structures located on the lots in said subdivision shall be located in conformity with the setback requirements of the City of Rogers ordinances and in accordance and conformity with the setback lines shown on the recorded plat. Perpetual easements have been reserved, as shown on the approved plat, for the construction and maintenance of utilities and drainage, and no permanent structure of any kind shall be erected or maintained upon or over said easements.
26. These covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns, for a period of 25 years from the date hereof. At any time within six months from the expiration period, the BSPOA may express their intention in writing, drafted so as to be recorded with the Registrar of Deeds, that they no longer care for these covenants, and the same shall then be terminated when such writing is recorded. In the event that no such action is taken, these covenants shall continue for periods of five years, and after any such five year period such covenants may be terminated in accordance with the terms for the original termination.
27. It is further provided that these Protective Covenants may be amended after the expiration time periods as set forth in the foregoing paragraph, either by adding to or taking from said Protective Covenants in their present form, provided that said amendment or amendments shall be incorporated in a written instrument executed by the BSPOA, and such instrument shall be capable of being recorded and shall be recorded in the same manner as provided in the foregoing paragraph.
28. The foregoing covenants and restrictions may be changed or amended at any time, provided that said change or amendment is signed by two-thirds (2/3) of BSPOA and properly recorded with the Registrar of Deeds of Benton County, Arkansas.

29. If parties herein or any of them or their heirs, assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

30. Invalidation of any one of these covenants by judgment or court order shall, in no wise, affect any of the other provisions herein contained.

ARTICLE III

ASSOCIATION

ASSOCIATION REVIEW: The Breckenridge Subdivision Property Owners' Association (BSPOA) shall be established and the Developer shall transfer authority to it when 50% of the lots have been sold.

1. **Board of Directors:** The Board of Directors shall consist of three (3) persons who are lot owners. The initial Board of Directors shall be named by the Developer. Each member shall serve a four-year term. The Secretary of the BSPOA shall mail a notice, by regular mail, to all lot owners of Breckenridge Subdivision advising the need to elect one (1) member of the BSPOA and giving the name of the incumbent member. Any lot owner may nominate another lot owner to serve on the BSPOA at least thirty (30) days prior to the date for an election of such member, by notifying the secretary of the BSPOA, in writing. Votes shall be cast (one lot, one vote) on or before November 1st of the year in which the election is taking place. Election shall result for the candidate receiving the majority of the votes cast.

ARTICLE IV

COMMON PROPERTIES

1. **Common Properties Defined:** "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded to the BSPOA and designated in said deed as "Common Properties" and any personal property acquired by the BSPOA if said property is designated as "Common Property". All Common Properties are intended for and are to be devoted to the common benefit of the owners of Breckenridge Subdivision properties. The Common Properties shall include but not be limited to the entry to the Development. The BSPOA shall also be responsible for the maintenance of the 20' emergency access, gate, and lockbox located between lots 28 and 29 as indicated on the plat.

ARTICLE V

ASSESSMENTS

1. Amount of Annual Assessments: On or before the first day of December of each year, the BSPOA Board will adopt a budget for the upcoming year. The budget will establish the total amount of annual assessments on all lots in the Development. The amount of annual assessments for the individual lots will be the same for the Developer, Developer approved builders and homeowners.

2. Changes in Annual Assessments: The amount of annual assessments on all lots may be increased or decreased by an affirmative vote of at least 75% of the lot owners in attendance or represented by proxy at any annual or special meeting of the BSPOA duly called for such purpose.

3. Commencement of Assessments: The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement.

4. Pro Rata Assesments: The amount of the first annual assessment shall be based upon pro rata upon the balance of the calendar year and shall become due and payable by the Developer approved builders and homeowners on the closing of the lot. The assessments for any year, after the first year, shall become due and payable the first day of January of said year.

5. Statements: On the first business day after adoption of the budget for the upcoming year (or as soon as practicle thereafter) the BSPOA or Developer shall mail a statement to each owner informing him or her of their annual assessment and the due date for payment.

6. Late Fees: The Developer or the BSPOA will be authorized to charge a late fee to any lot owner who fails to pay any assessment on or before the due date.

Chapman Building Co. Inc.

By:  _____
President

ACKNOWLEDGMENT

STATE OF ARKANSAS

)SS.

COUNTY OF Benton

BE IT REMEMBERED, that on this day came before the undersigned a Notary Public within and for the County, aforesaid, duly commissioned and acting Dave Chapman, as

President of Chapman Building Co. Inc., to me well known as the Owner and Developer in the foregoing Restrictive Covenants, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 7 day of February, ²⁰⁰⁰~~1999~~.

Dana J. Parker
NOTARY PUBLIC

Dana J. Parker
NOTARY PUBLIC
Benton County, Arkansas
My Commission Exp. 1-3-2010

My Commission Expires:

1/3/2010

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS AND PROPERTY OWNERS' ASSOCIATION FOR BRECKENRIDGE SUBDIVISION

Amendments to Protective Covenants for Breckenridge Subdivision Originally Filed February 7, 2000, revised December 5, 2001, at Plat book 2, Page 758.

2004 32080
Recorded in the Above
Deed Book & Page
07-13-2004 02:51:50 PM
Brenda DeShields-Circuit Clerk

Omit Article I I, 2.10 and replace with:

No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient paved off street parking to accommodate the vehicles used by their family and guests. No vehicles, campers, untagged or off-road vehicles, RV's, boats, trailers, etc. may be parked on the grassy area in front of homes. Parking for such vehicles by the sides of homes will be permitted if the vehicle is kept from public view behind side and back yard fencing. Also, no semi-trailer trucks or commercial vehicles larger than a light pick-up truck shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.

Omit Article I I, 2.21 and replace with:

No fence shall be constructed on any lot in the area between the front building line of any dwelling and the front lot line of any lot. No fence on a corner lot shall be constructed more than 15 feet beyond the side setback line toward the street. There shall be only wood privacy fences allowed with the exception of bricks, wrought iron, and stone fencing. No fence shall exceed 6 feet in height. Brick, wrought iron, and stone fence designs must be submitted to and approved by the Architectural Committee before construction. Chain link and other forms of wire fencing are specifically prohibited.



**RUSS OWENS
PRESIDENT, BSPOA**

ACKNOWLEDGMENT


STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

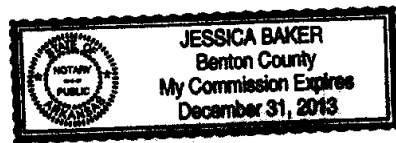
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Term/Cashier: CIRCLK04 / SWhite
Tran: 1966.63830.170127
Recorded: 07-13-2004 14:52:27
DFE Deed 8.00
REC Recording Fee 0.00
Total Fees: \$8.00

Be it remembered, that on this day came before the undersigned a Notary Public within and for the county aforesaid, duly commissioned and acting Russ Owens, as President of the Breckenridge Subdivision Property Owners Association, stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 13th day of July, 2004.

MY COMMISSION EXPIRES: 12/31/13


NOTARY PUBLIC



Benton County, AR
I certify this instrument was filed on
07-13-2004 02:51:50 PM
and recorded in Deed Book
2004 at pages 32080 - 32080
Brenda DeShields-Circuit Clerk

2005 51875
Recorded in the Above
Deed Book & Page
09-27-2005 09:51:54 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS AND PROPERTY OWNERS' ASSOCIATION FOR BRECKENRIDGE
SUBDIVISION**

Amendments to Protective Covenants for Breckenridge Subdivision Originally Filed February 7, 2000,
revised December 5, 2001, revised 7-13-2004 at Plat book 2, Page 758.

D1-1194998 CL-32030

Omit Article III, ASSOCIATION paragraph 1. and replace with:

1. Board of Directors: The Board of Directors shall consist of three (3) persons who are lot owners. The initial Board of Directors shall be named by the Developer. Each member shall serve a two-year term. The Secretary of the BSPOA shall mail a notice, by regular mail, to all lot owners of Breckenridge Subdivision advising the need to elect one (1) member of the BSPOA and giving the name of the incumbent member. Any lot owner may nominate another lot owner to serve on the BSPOA at least thirty (30) days prior to the date for an election of such member, by notifying the secretary of the BSPOA, in writing. Votes shall be cast (one lot, one vote) on or before November 1st of the year in which the election is taking place. Election shall result for the candidate receiving the majority of the votes cast.

**RUSS OWENS
PRESIDENT BSPOA**

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

Book/Pg: 2005/51875
Term/Cashier: CIRCLK04 / SWhite
Tran: 3422.103413.284551
Recorded: 09-27-2005 09:52:22
DFE Deed 8.00
REC Recording Fee 0.00
Total Fees: \$ 8.00

Be it remembered, that on this day came before the undersigned a Notary Public within and for the county aforesaid, duly commissioned and acting Russ Owens, as President of the Breckenridge Subdivision Property Owners Association, stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 26th day of September, 2005.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-01-2012

Benton County, AR
I certify this instrument was filed on
09-27-2005 09:51:54 AM
and recorded in Deed Book
2005 at pages 51875 - 51875
Brenda DeShields-Circuit Clerk

"NOTARY SEAL"
Vicki Filippo, Notary Public
Benton County, State of Arkansas
My Commission Expires Nov. 1, 2012.