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**AMENDED COVENANTS AND RESTRICTIONS FOR  
EAGLE CREEK  
CITY OF BENTONVILLE  
BENTON COUNTY, ARKANSAS**

THIS DECLARATION made this 11<sup>th</sup> day of August, 2009, by Eagle Creek Subdivision Property Owners' Association, Inc.

**WITNESSETH**

WHEREAS, there is currently on file a Declaration of First Amendment of Covenants and Restrictions for Eagle Creek filed of record on December 17, 2003; and

WHEREAS, there is currently on file an Amended Covenants and Restrictions for Eagle Creek filed of record on May 18, 2006; and

WHEREAS, there is currently on file an Amended Covenants and Restrictions for Eagle Creek filed of record on July 19, 2007; and

WHEREAS, the following "Amended Covenants and Restrictions" were adopted by the affirmative vote of in excess of 75% of the lot owners at a regular meeting held on August 11, 2009; and

WHEREAS, these "Amended Protective Covenants and Restrictions" shall apply to the lots (collectively, the "Lots" and individually, a "Lot") as shown on the recorded plat (the "Plat") of the subdivision found in the real estate records of Benton County, Arkansas and the owners of the Lots (collectively the "Lot Owners"; and a "Lot Owner").

**ARTICLE I**  
**ARCHITECTURAL CONTROL**

1.01 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 Architectural Control Committee (herein "ECACC") of the "ECPOA" shall approve the details of construction plans including dwelling placements.

1.02 Approval Requirements. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot has been approved by the ECACC. Such plans shall be submitted for approval at least 15 days prior to the planned commencement of construction of same, and the written approval of the ECACC shall be required before construction. Should any plans submitted hereunder fail to

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be approved or disapproved within said 15 day time period provided, or in any event, if no suit to enjoin the construction proposal is commenced prior to the completion thereof, approval will not be required, and the related Covenants shall be deemed to have been fully complied with.

1.03 Approval of Guidelines and Limitations. Approval of any proposed plans submitted shall be withheld unless such plans and specifications comply with the applicable Covenants. Approval of plans and specifications by the ECACC is for the mutual benefit of all Eagle Creek property owners and is not intended to be, and shall not be construed 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 ARCHITECTURAL CONTROL

2.01 Residential Use. All lots within the Development shall be governed by the provisions of the Southern Building Code and a regulation governing single-family residences on the date the subdivision plat was approved.

2.02 Building Limitations. The building codes of the Southern Building Code as they presently exist or are hereinafter amended, shall be and are hereby made applicable to all lots in the Development. All dwellings and other improvements shall comply with said ordinances as they exist on the date of such construction. Any conflict between such ordinances and the provisions of these Covenants shall be resolved in favor of the more restrictive provisions. No dwelling structure shall be constructed on any lot within the Development of a size less than 1,700 square feet of living space. Further, each dwelling shall have a private garage for not less than two (2) cars with a total space of not less than 400 square feet and shall have a concrete driveway at least (16) sixteen feet wide. All building exteriors must be 100% brick, stone, stucco or other masonry material specifically approved by the Developer or ECACC to 1<sup>st</sup> floor plate line, excluding windows, porches, patios, and dormers. Roof pitch shall be 8/12 minimum with Heritage II or equal shingles in weathered wood or similar color approved by the Developer or ECACC. All lots must be fully sodded and landscaped. No seeded lawns will be allowed.

2.03 Home Occupations. Home occupation is defined as a completely constructed building or property being used for no other purpose other than as a residence. Any other activity or use must have the written approval of the ECPOA.

2.04 Setbacks. Setbacks shall be as designated on the final plat in accordance to the City of Bentonville zoning ordinance. At the time of the final plat, no building shall be erected on any lot in the development nearer than: (1) 20 feet to the front lot line; garages 30 feet; (2) 25 feet to the rear lot line; and (3) 7 feet to the side lot line. Should any building setback line shown upon the Eagle Creek plat vary from the setback requirements required herein, the building setback lines shown upon said plat shall control and take precedence over those stated herein.

2.05 Fences. The approval requirements outlined in subsection 1.02 for buildings shall

also apply to fences. Fencing of front yards is prohibited. Fencing on corner lots shall not be placed closer to the street than the front yard setbacks of adjoining lots. No fences shall exceed six (6) feet in height. All fences shall be installed with the finished side facing out except common sections of fence installed by the owners of adjoining lots where the fence is not visible by other lot owners. Acceptable fence materials include but are not limited to wood, vinyl, ornamental iron, and vinyl covered chain link. Galvanized chain link and other forms of wire fencing are specifically prohibited. Lot owners are not required to submit plans for fencing to the ECACC for approval unless the City of Bentonville does not require a permit, at which time ECACC approval shall be required.

2.06 Vehicle Parking. All vehicles except recreational vehicles and equipment owned by lot owners, shall be parked only in the lot owner's garage or driveway. Recreational vehicles and equipment including but not limited to boats, motor homes, travel trailers, campers and the like shall not be parked or stored within 25 feet of the front lot line for a period of time exceeding seven (7) days. Provided, however, recreational vehicles and equipment may be parked in backyards for a period exceeding seven (7) days so long as they are screened by proper fencing, or a hedge composed of shrubs at least six (6) feet in height, so as to reasonably screen the sight of said vehicle or equipment from neighbors.

2.07 Signs. No signs, either permanent or temporary, of any kind, (with the exception of standard size "Beware of Dog" signs which can be attached to the front outside of a privacy fence), shall be placed or erected on any property, without the consent of the ECPOA, unless signage upon property advertises the same for sale or rent, and does not exceed the City of Bentonville Sign Ordinance.

2.08 Temporary Structures. No trailer, tent, shack, garage, barn or other outbuilding or structure erected on a building site within the Development shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. This restriction does not prohibit the storing of recreational vehicles or equipment on the lots when done in accordance with subsection 2.06. This restriction does not prohibit approved builders from placing temporary construction trailers and/or storage facilities on lots as deemed necessary for construction purposes.

2.09 Accessory Structures. Accessory buildings, in-ground swimming pools, cabana structures and gazebos may be built within the building area on any lot without the approval of the ECACC unless the City of Bentonville does not require a permit, at which time ECACC approval shall be required. The approval requirements outlined in subsection 1.02 for buildings shall apply to these structures. Accessory buildings shall be restricted to one (1) per lot, no larger than twenty (20) feet by fourteen (14) feet, and designs that are compatible with the existing dwelling. Any storage or outbuilding shall be erected behind the rear line of the dwelling and view of any such building from the front of the property shall be enclosed by a six foot privacy fence. In-ground swimming pools, cabana structures and gazebos shall be restricted to one (1) each per lot and designs that are compatible with the existing dwelling. The interior area of outbuildings and cabana structures shall not be included in the determination of minimum dwelling sizes. Permanent and semi-permanent above-ground swimming pools must be

approved by ECACC as referenced in subsection 1.02.

2.10 Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure within the Development without the approval of the ECPOA; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Development lot which may unreasonably interfere with the reception of television or radio signals upon any other Development properties. EXCEPTION: Digital satellite system receivers or internet access with dual purpose dish not more than the industry standard in diameter shall be allowed provided they are not visible from the street. The ECPOA can approve exceptions at its discretion. By definition, "visible from street" shall mean that a digital satellite system receiver shall be no closer to the front of the home than one-half the width of the home unless the digital satellite systems receiver was in place on the lot prior to May 12, 2009. However, when the lot is sold, the new owner shall be required to be in compliance with this amended Section 2.10.

2.11 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept and maintained provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall be maintained in a clean and sanitary situation and shall not be noxious or a nuisance to the surrounding owners. Each household shall be limited to not more than three (3) dogs and/or cats. Dogs must be considered tame.

2.12 Easements. 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.

2.13 Nuisances. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or a nuisance to the neighborhood. Grass, trees and various vegetation shall be kept neatly cut and maintained. Lawns shall not be allowed to exceed six (6) inches from the ground surface. Fences or other outside structures or outdoor decorations shall be maintained so as not to become unsightly or an annoyance or a nuisance to the neighborhood. Upon owner's failure to comply with this subsection, the ECPOA may perform, or have performed, the necessary action to remedy the problem, and shall be entitled to recover the expense associated with such remedial action from the offending owner.

2.14 Building Materials. No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. Upon completion of the improvements requiring such materials, all remaining building materials and refuse shall be removed from the subdivision.

2.15 Inoperative Vehicles. No vehicle, bus, tractor or other conveyance or rig shall be left inoperative on any lot for a period of more than three (3) days.

2.16 Sight Distance at Intersection. No fence, wall, hedge or shrub which obstructs sight lines at intersections within the subdivision shall be permitted.

2.17 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used or placed upon lots in the subdivision. The playing of loud music from porches or decks shall be considered an offensive, obnoxious activity constituting a nuisance.

2.18 Laundry. The hanging of laundry from any area within or outside a residence which places the laundry within public view is prohibited.

2.19 Landscaping. Landscaping is considered a private property improvement performed by the property owner and shall be trimmed and maintained in a manner that will enhance the overall appearance of the property.

2.20 Mail Boxes. Mail box supports shall be constructed of brick in colors similar to the home exterior and shall be installed in such a manner as to not lean or tilt.

2.21 Window Treatments. Window treatments visible on the front of the home must be maintained and in good order. Aluminum foil, newspaper, sheets, cardboard, plywood or other similar non-conventional window treatments are not acceptable window coverings and will be considered to be a violation of these covenants.

2.22 Holiday Lights. Holiday lights and/or decorations may be displayed no more than 45 days prior to the first date of the holiday and shall be removed no more than 30 days after the last day of the holiday for which the lighting and/or decorations are most commonly associated. The permitted removal window for any holiday decorations may be extended at the sole discretion of the Board of Directors in response to weather conditions or other extenuating circumstances.

2.23 Trash Receptacles, Recycle Receptacles and Yard Waste Receptacles. The trash, recycle and yard waste receptacles as provided by the City of Bentonville waste management supplier, shall not be stored on the front of the home nor where they are easily visible from the street on days in which these items are not being picked up. These receptacles must not be in the front of the home or easily visible for more than 24 hours prior to or after pick-up.

### **ARTICLE III** **COMMON PROPERTIES**

3.01 Common Properties Defined. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded to the ECPOA and designated in said deed as "Common Properties" and any personal property acquired by the ECPOA if said property is designated as "Common Property". All Common Properties are intended for and are

to be devoted to the common use and enjoyment of the owners of Eagle Creek properties and their guests. The Common Properties shall include but not be limited to the entry to the Development.

3.02 Garage Sales. Garage sales shall be limited to the two (2) neighborhood garage sales per year.

#### **ARTICLE IV** **ASSESSMENTS**

4.01 Amount of Annual Assessments. On or before the first day of December of each year, the ECPOA 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, consistent with the By-Laws for Eagle Creek Property Owner's Association. Any exceptions for annual assessments will be described in the By-Laws for Eagle Creek Property Owner's Association.

4.02 Changes in Annual Assessments. The amount of the 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 ECPOA duly called for such purpose.

4.03 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 ECPOA Board to be the date of commencement, but not earlier than January 1, 2006.

4.04 Pro Rata Assessments. The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable by the Developer, approved builders and homeowners upon the closing of the lot. The assessments for any year, after the first year, shall become payable the first day of January of said year, with the due date and/or payment schedule set by the ECPOA Board as part of the budget process.

4.05 Statements. Within seven business days after adoption of the budget for the upcoming year (or as soon as practical thereafter) the ECPOA Board shall mail a statement to each owner informing him or her of their annual assessment and the due date for payment thereof.

4.06 Late Fees. The ECPOA shall be authorized to charge a late fee to any lot owner who fails to pay any assessment on or before the due date thereof. This late fee will be \$25 per month beginning the month in which the assessment is not paid starting the day after the due date. This late fee shall not be assessed for more than three (3) months. If the assessment and late fees are not paid by the fourth month following the due date, a lien may be placed on the property covering the assessment, late fees, and any additional fees or charges incurred with filing the lien.

**ARTICLE V**  
**GENERAL PROVISIONS**

5.01 Meetings. There shall be no more than one voting Property Owners' Association meeting per month.

5.02 Duration of Covenants. These Covenants shall run with and bind the land and shall inure to the benefit of and be enforceable by the ECPOA Board, on behalf of the ECPOA, their respective legal representatives, heirs, successors and assigns, and shall be effective for a period of twenty (20) years following the effective date hereof, and may be continued thereafter as provided by law.


5.03 Amendments. These Covenants may be amended upon the affirmative vote of 75% of the lot owners in attendance or represented by proxy at any annual or special meeting of the ECPOA duly called for such purpose, provided that no amendments shall be allowed which would be in violation of any federal, state or county regulation.

5.04 Severability. Invalidation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof, as set forth herein, but they shall remain in full force and effect.

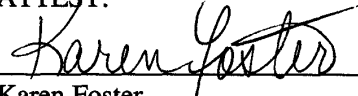
5.05 Violations. In the event of any violation or attempt to violate any of the Covenants herein, it shall be lawful for the ECPOA Board, on behalf of the ECPOA to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate such Covenants, and either prevent him or them from so doing and/or to recover damages for such violations. Provided further, however, that the ECPOA Board shall first advise any violator of said violations prior to legal action being taken. The ECPOA Board shall receive from residents any complaints as to violation of the Covenants, and shall reasonably notify any violator prior to legal action being taken.

**EXECUTED** this 11<sup>th</sup> day of August, 2009.

Eagle Creek Property Owners' Association, Inc.  
an Arkansas Non-Profit Corporation

By:   
Pete Briggs, President

ATTEST:

  
Karen Foster  
Secretary

Book 2009 Page 60689  
Recorded in the Above  
DEED Book & Page  
11/24/2009

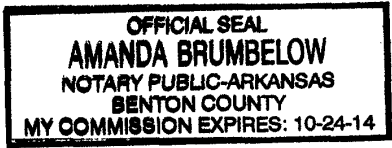
**ACKNOWLEDGMENT**

State of Arkansas    )  
                                  ) ss  
County of Benton    )

On this 11 day of August, 2009, came before the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting; Pete Briggs, to me well known as the President of Eagle Creek Property Owners' Association, Inc., an Arkansas Non-Profit Corporation, and executed the above and foregoing Amended Declaration of Covenants and Restrictions for Eagle Creek on behalf of the corporation.

Witness my hand and seal this 11 day of August, 2009.

  
\_\_\_\_\_  
Notary Public





Book 2009 Page 60690  
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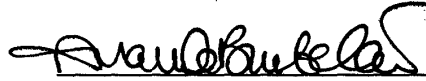
Benton County, AR  
I certify this instrument was filed on  
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and recorded in DEED Book  
2009 at pages 0060682 - 0060690  
Brenda DeShields-Circuit Clerk

**ACKNOWLEDGMENT**

State of Arkansas     )  
                                  )ss.  
County of Benton     )

On this 11 day of August, 2009, came before the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, Karen Foster, to me well known as the Secretary of Eagle Creek Property Owners' Association, Inc., an Arkansas Non-Profit Corporation, and executed the above and foregoing Amended Declaration of Covenants and Restrictions for Eagle Creek on behalf of the corporation.

Witness my hand and seal this 11 day of August, 2009.

  
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Notary Public

