



BSPOA
PO Box 442
Rogers, AR 72757

www.nwaBSPOA.org

Breckenridge Subdivision
Property Owners' Association

Declaration of Covenants & Information Guide



Table of Contents

Table of Contents

Table of Contents ii

DECLARATION of COVENANTS..... 1

ARTICLE I NAME 1

ARTICLE II PROPERTY SUBJECT to THIS DECLARATION 1

ARTICLE III DEFINITIONS 2

ARTICLE IV OBJECTIVES 2

ARTICLE V ASSOCIATION MEMBERSHIP 3

ARTICLE VI COMMON PROPERTIES 4

ARTICLE VII BOARD of DIRECTORS 4

ARTICLE VIII DUTIES of DIRECTORS 5

ARTICLE IX RECORDS of the ASSOCIATION 6

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE 6

ARTICLE XI ARCHITECTURAL CONTROL COMMITTEE MEMBERS 6

ARTICLE XII PROTECTIVE COVENANTS, USES and RESTRICTIONS 7

ARTICLE XIII ENFORCEMENT 10

ARTICLE XIV GENERAL AND SPECIAL ASSESSMENTS..... 10

Utilities & Services Contact List 12

 Water: Rogers Water & Sewer Utilities..... 12

 Trash & Recycling: Orion Waste Solutions (was Inland Waste Solutions)..... 12

 Electricity: Carroll Electric Co-op Company 12

 Gas: Black Hills Energy 12

 Cable: Cox Communications 12

 Lawn Care: Enrique Meza 12

 Police Dept: Rogers Police Department 12

Recycling Information 13

Trash Disposal..... 15

BSPOA Plat Map Showing Lots..... 16

BRECKENRIDGE SUBDIVISION PROPERTY OWNERS' ASSOCIATION INC.

DECLARATION of COVENANTS

December 2007

ARTICLE I NAME

The name of this association shall be Breckenridge Subdivision Property Owners' Association Inc., referred to herein as the "Association" or BSPOA.

ARTICLE II PROPERTY SUBJECT to THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the Count of Benton, State of Arkansas, to-wit:

A certain tract of land located within the corporate limits of the City of Rogers, being a part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) and a part of the Northwest Quarter ((NW1/4) of the Southwest Quarter (SW1/4) of Section Seventeen (17) and a part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Eighteen (18), all in Township 19 North, Range 29, West of the 5th Principal Meridian, Benton County, Arkansas, being more particularly described as follows, to-wit:

Beginning at the Northwest Corner of the NW1/4 of the SW1/4 of said Section 17, thence N89°01'16"E 98.27 feet to a point; thence N24°48'35"E 188.29 feet to a point; thence N47°23'47"E 188.82 feet to a point; thence N27°27'26"E 96.97 feet to a point along the centerline of Pleasant Ridge Road; thence along said centerline S60°36'50"E 65.20 feet to a point; thence continuing along said centerline S69°50'22"E 84.36 feet to a point; thence continuing along said centerline S67°37'06"E 76.92 feet to a point; thence continuing along said centerline S60°38'37"E 56.86 feet to a point; thence continuing along said centerline S59°26'15"E 133.18 feet to a point; thence S71°32'42"E 128.91 feet along said centerline S85°33'22"E 20.79 feet to a point; thence away from said road S19°43'24"E 167.96 feet to a point along the Northerly line of the NW1/4 of the SW1/4 of said Section 17; thence along the approximate center of a hollow S07°53'43"W 297.50 feet to the point of Intersection with the approximate center of a second hollow; thence along the approximate center of said second hollow S57°28'33"W 219.41 feet to a point; thence along the approximate center of said second hollow S36°29'27"W 337.38 feet to a point along the approximate center of said hollow; thence continuing along the approximate centerline of said second hollow S11°55'00"W 186.21 feet to a point; thence continuing along the approximate centerline of said second hollow S23°53'26"W 469.40 feet to a point 50 feet North of the Southerly line of the NW1/4 of the SW1/4 of said Section 17; thence paralleling said Southerly line of N88°48'35"W 365.56 feet to a point; thence N01°44'06"E 286.63 feet to a point; thence S89°44'05"W 213.00 feet to a point; thence N01°44'06"E 122.02 feet to a point; thence S89°58'02"E 113.40 feet to a point; thence N07°24'00"W 885.36 feet to a point; thence N89°32'46"E 289.79 feet to the Point-of-Beginning, containing 28.35 acres (1,234,752 sq. ft.), more or less, subject to all rights-of-way, servitudes and/or easements, of record or fact.

ARTICLE III DEFINITIONS

Membership is hereby defined as each owner of a lot in the Breckenridge Subdivision. Multiple owners of a single lot, either as joint tenants, tenants in common, or tenants by the entirety shall collectively constitute one membership of the Association.

Board of Directors is hereby defined as those five (5) individuals elected to the BSPOA offices of President, Secretary, Treasurer and the two (2) positions of Directors.

Common Properties are hereby defined as those tracts of land and any improvement thereon which are deeded to the Breckenridge Subdivision Property Owners' Association Inc. and designated in said deed as "Common Properties" and any personal property acquired by the Association if said property is designated as "Common Property".

Contract for deed is hereby defined as the financing technique wherein the seller agrees to deliver the deed at some future date and the buyer takes possession while paying the agreed amount (also called land contract, an installment sales contract and an agreement for deed.)

Declaration of Covenants is hereby defined as the rights, privileges, conditions, limitations, and restrictions on membership, and the use of property located within Breckenridge Subdivision as stated within this legal document.

Easement is hereby defined as the right, privilege or interest in real property that one individual has in lands belonging to another; a legal right to use of or right-of-way authorizing access to or over land.

Lien is hereby defined as a claim on property for payment of some obligation or debt.

Subdivision is hereby defined to be the Breckenridge Subdivision, its lots, and the common property located within Breckenridge Subdivision.

ARTICLE IV OBJECTIVES

The objectives of the Association are:

1. To act as a homeowner and community improvement association in order to preserve, maintain and promote the Breckenridge Subdivision and the interests of owners of real estate therein.
2. To enforce any and all building and land-use restrictions that exist in the Declaration of Covenants or which may be lawfully imposed hereafter on or against any of the property in the Breckenridge Subdivision.
3. To maintain the common property and improvements thereon as provided in the Declaration of Covenants.
4. To pay expenses to carry out the above, such as attorney's fees, expenses of liability, and other insurance, water and electrical utility expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of the Declaration of Covenants.
5. To protect property values on the Subdivision by promoting pride in and enthusiasm for it; to improve appearance of common properties; and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interests of the Subdivision and the owners of the lots in the Subdivision.

ARTICLE V

ASSOCIATION MEMBERSHIP

The Breckenridge Subdivision Property Owners' Association Inc. shall have the following membership and voting rights.

Section 1: Each owner, by purchasing any lot in the Subdivision, shall automatically become a member of the Breckenridge Subdivision Property Owners Association Inc. and shall be bound by the terms and conditions of the Declaration of Covenants, and such rules and regulations as may be promulgated and adopted by the Association under such Declaration of Covenants. An owner of a lot, by contracting to sell his lot on an installment basis, shall be deemed to have transferred his membership to the contract purchaser upon execution of the contract for sale. The transfer of membership shall be deemed to occur upon delivery of the deed or a contract for deed has been executed. For purposes of the Declaration of Covenants, the term "owner" shall be deemed to include the purchaser under an installment contract, regardless of whether a deed has been executed in escrow or whether the deed will be executed and delivered upon payment in full of the installment payments. Multiple owners of a single lot, either as joint tenants, tenants in common, or tenants by the entirety, shall collectively constitute one membership of the Association and shall, for the purposes of voting at meetings of the Association or on issues submitted to the members, cast one vote collectively for each lot owned. The person authorized to cast the vote for multiple owners of a single lot shall be determined by rules accepted by the BSPOA.

Section 2: On transfer, conveyance, or sale of the interest of any subdivision lot, the previous owner's membership in the Breckenridge Subdivision Property Owners Association Inc. shall thereon cease and terminate.

Section 3: Except as provided in the Declaration of Covenants, the Breckenridge Subdivision Property Owners Association Inc. shall be the sole judge of the qualifications of its membership and the right to participate in and vote at its meetings, and shall have the right to prescribe the procedure to be followed concerning all such meetings and votes.

Section 4: The official address of the Breckenridge Subdivision Property Owners Association Inc. shall be the address of the elected President of the Board of Directors of the Association, and shall remain so until changed by a majority vote of the Board of Directors of the Breckenridge Subdivision Property Owners Association Inc., at which time the Association shall notify each member thereof of the change of address.

Section 5: Each lot owner or contract purchaser, upon purchase of such lot or upon contracting for the purchase of such lot, shall immediately notify the Breckenridge Subdivision Property Owners Association Inc. of such owner's or purchaser's name and address. Failure to provide the Breckenridge Subdivision Property Owners Association Inc. with a name and proper mailing address shall constitute a waiver of any notice required hereunder.

Section 6: By a vote of at least 60% (37 votes) of the owners of all of the lots within the subdivision (one vote per lot), the Breckenridge Subdivision Property Owners Association Inc. may be given such additional powers and duties as may be deemed necessary, and by such vote, the Declaration of Covenants may be modified or amended in any manner. Provided, however, any amendment to the Declaration of Covenants must be in written form, executed by the members voting in favor of such amendment and shall be filed with the Office of the Circuit Clerk of Benton County, Arkansas.

Section 7: Any member entitled to vote may be represented at any meeting or on a ballot by a duly authorized proxy to the BSPOA Board of Directors or to any other BSPOA member attending the meeting. For proxy validation purposes, the BSPOA member assigning their proxy must notify any member of the BSPOA Board of Directors prior to the meeting of this assignment in writing. Failure to provide prior written notification by the assignee of this assignment will invalidate the proxy. A signed proxy must be submitted to the Secretary of the Board of Directors and a copy of all such proxies shall

be attached to the minutes of the meeting. Any challenges to the validity of a proxy shall be resolved by a quorum of the Board of Directors presiding at the meeting.

Section 8: The Breckenridge Subdivision Property Owners Association Inc. shall, at all times, observe all the laws, regulations, ordinances, and the like in the City of Rogers, County of Benton, State of Arkansas, and of the United States of America, and if, at any time, any of the provisions of the Declaration of Covenants shall be found to be in conflict therewith, then such parts of the above as are in conflict with such laws, regulations, ordinance, and the like shall become null and void, but no other part of the above not in conflict therewith shall be affected thereby.

Section 9: Subject to the limitations set forth in the Declaration of Covenants, the Breckenridge Subdivision Property Owners Association Inc. shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions of the Declaration of Covenants.

Section 10: The Declaration of Covenants may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of the Declaration of Covenants, by the owners of 75% of the properties subject hereto at any time it is proposed to terminate the Declaration of Covenants, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Circuit Clerk of Benton County, Arkansas.

Section 11: All of the provisions of the Declaration of Covenants shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties of the Breckenridge Subdivision, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in the Declaration of Covenants.

ARTICLE VI COMMON PROPERTIES

All Common Properties are intended for and are to be devoted to the common benefit of the owners of the Breckenridge Subdivision properties. The Common Properties shall include, but not be limited to the entry to the development. The Association 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 VII BOARD of DIRECTORS

Section 1: The property and business of the Breckenridge Subdivision Property Owners' Association Inc. shall be managed by the Board of Directors of the Association, which shall consist of five (5) in number (to include; President, Secretary, Treasurer, and two (2) directors). The Board of Directors shall be elected and serve 2 year terms until their successors are elected or until thirty (30) days of written resignation. The Board of Directors may appoint "interim directors" to fill any director vacancy that may occur during the year, the "interim director" position shall be considered an open directorship at the Associations annual meeting and the position shall be filled for the remainder of the term of the original director by the nomination and election process described therein. The positions of President, Treasurer, and one Director will be elected on odd years. The position of Secretary and the other Director will be elected on even years. Elections will be held in April. Those receiving the highest number of votes cast by eligible voters (one lot, one vote) shall be elected to the Board of Directors.

Section 2: To be eligible for election to the Board of Directors, the candidate must be a lot owner in the Breckenridge Subdivision, and have been nominated in writing to the Secretary of the Board of

Directors by March 1st. The Secretary of the Board of Directors shall mail, to all lot owners advising the need to elect a board member, and the name of the nominee. Write-in candidates are not allowed.

Section 3: The Board of Directors shall not receive any compensation for their services; however, any member of the Board of Directors may be reimbursed for actual expenses incurred in the performance of his or her duties, and upon the approval of a majority of the Board of Directors. Proper documentation is to be included when submitting for reimbursement.

Section 4: The Board of Directors of the Association shall exercise all powers, duties, and authority vested in or delegated to this Association as described in the Declaration of Covenants. The Board of Directors shall have the authority to approve emergency spending that was not foreseen, requested, or approved in the budget presented to all lot owners for the current fiscal year.

Section 5: The Board of Directors shall hold regularly scheduled meetings. The record of these meetings shall be made available to all lot owners within a reasonable amount of time. A quorum shall be present for an official meeting to have been held, a quorum being a majority of the Board of Directors.

ARTICLE VIII DUTIES of DIRECTORS

Section 1: The President shall:

- A. Be the Chief Executive Officer of the Breckenridge Subdivision Property Owners' Association Inc.
- B. Preside at all meetings of the members and the Board of Directors.
- C. Exercise general and daily management of the business of the Association to the instructions and policies established and set forth by the Declaration of Covenants, and the Board of Directors.
- D. See that all orders and resolutions of the Board of Directors be carried into effect.
- E. Have authority to execute on the behalf of the Association.
- F. Be required to countersign all Association checks.

Section 2: The Secretary shall:

- A. Attend all meetings of the members and Board of Directors, act as clerk thereof and record all votes and minutes of all such proceedings in the minute book kept for that purpose.
- B. Give or cause to be given all notice required of any meeting and perform such other duties as may be prescribed by the Board of Directors or President.
- C. Attest all minutes or records of the Association.

Section 3: The Treasurer shall:

- A. Have custody of and be responsible for all money or securities of the Association.
- B. Keep full and accurate accounts in books belonging to the Association, its accounts, liabilities and financial condition.
- C. See that all expenditures are for Association purposes, duly authorized and evidenced by proper receipts and vouchers. All checks shall require the signature of the Treasurer and President.
- D. Deposit all Association funds in authorized Association accounts.
- E. Prepare the annual budget for approval to the Board of Directors. This budget is to be approved no later than December 1st of each year. This budget is for the next calendar year.
- F. Submit an annual Treasurer's report and the next year's budget as approved by the Board to the entire Association to be mailed no later than December 31st of each year.

Section 4: The Directors (2) shall:

- A. In the absence of any officer, or for any reason which the Board of Directors consider sufficient, may be delegated the powers and duties of any officer of the Board of Directors.
- B. Attend the Board of Directors meetings and participate in the management of the Association and the decision process of the Board of Directors.

ARTICLE IX

RECORDS of the ASSOCIATION

The books and records of the Association shall be made available to any member of the Association upon ten (10) days written notice. The cost of reproduction shall be the burden of the member requesting the information.

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE

Section 1: The Architectural Control Committee (hereafter "A.C.C.") shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications to any structure located within the subdivision. The A.C.C. shall be responsible to ascertain that the plans and subsequent construction meet with the minimum building requirements set forth in the Declaration of Covenants, and further, that the plans and subsequent construction provide for the use of quality materials and workmanship and will result in construction of a home that is in harmonious compatibility with the other existing homes in the Subdivision. By purchasing a lot within this Subdivision, each property owner consents to the authority of the A.C.C. to make such requirements as they shall deem reasonable to achieve the purpose for which the Committee was established.

Section 2: Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home, shall submit the plans and written specifications to the A.C.C. for review. A modification of the home exterior will include, but shall not be limited to, outbuildings or pools.

Section 3: No new construction shall commence until the plans and specifications showing the nature, kind, shape, height, construction materials, and location of the improvements on the lot, and a landscaping plan for the lot shall have been submitted to and approved in writing by the A.C.C. Written confirmation of approval or disapproval will be provided to the lot owner within twenty-one (21) calendar days of submittal to the A.C.C. It shall be the responsibility of the lot owner to obtain the written confirmation that complete plans and specifications have been submitted. Any deviation to the plans or specifications after construction start will be reported to the Board of Directors.

Section 4: Approval of any proposed plans submitted shall be withheld unless such plans and specifications comply with the Declaration of Covenants.

Section 5: Approval of plans and specifications by the A.C.C. is for the mutual benefit of all Breckenridge Subdivision 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.

Section 6: Without limiting the factors to be considered, the A.C.C. shall apply the building restrictions set forth in Article XI of the Declaration of Covenants.

Section 7: The A.C.C. may adopt rules, regulations and policies to include uniform building codes as necessary to carry out its duties and responsibilities in the authority vested in the A.C.C. under the Declaration of Covenants.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE MEMBERS

Section 1: The Architectural Control Committee members shall be lot owners of the Breckenridge Subdivision. There will be three (3) members appointed by the BSPOA Board to serve six (6) year terms.

These terms will be staggered with elections held on odd years. Each election will replace the longest term holder of the existing Architectural Control committee. When a committee member's term expires upon resignation or inability to serve, the vacancy shall be filled by the Board of Directors of the Association, with the member to be chosen from the membership of the Association.

ARTICLE XII

PROTECTIVE COVENANTS, USES and RESTRICTIONS

Section 1: All lots within the Breckenridge Subdivision shall be used exclusively as single family residents and residential purposes, and no commercial activity or business use shall be permitted that becomes a visible nuisance to the neighborhood.

Section 2: Single story homes must be at least 1850 square feet heated, exclusive of garage and porch areas, and two story homes must be at least 1700 square feet heated on the main floor, exclusive of garage and porch areas, and at least 500 square feet heated on the second story or walk-out basement. These square footages are to be totally finished and air conditioned.

Section 3: No dwelling shall exceed two stories in height above the finished grade level. Walkout basements are permitted and must be finished heated square footages. If a sewage grinder pump is required for a basement, the pump must meet the specifications of the Rogers Water Utilities.

Section 4: No structure of a temporary nature, house trailer, camping trailer, motorhome, motorcoach, tent, shack, or barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 5: No inoperative vehicles of any nature shall be permitted to remain in public view.

Section 6: All private drives on lot or lots connecting said lots with the public streets shall be concrete surface construction with a minimum width of 16'.

Section 7: No obnoxious or offensive activities shall be carried on upon any lot within the Breckenridge Subdivision, nor shall anything be done on any said lot or lots which may be or may become a nuisance to the neighborhood, whether a nuisance exists shall be determined by the Board of Directors.

Section 8: No owner of any lot within Breckenridge Subdivision shall allow garbage or other debris to accumulate on the property, but shall dispose of same at regular intervals so as to eliminate the poor appearance in the neighborhood.

Section 9: No outbuilding shall be constructed on any lots within the Breckenridge Subdivision which exceeds 120 square feet in area. Any outbuilding constructed with approval by the A.C.C. shall not detract from the general appearance of the neighborhood and shall be finished to be consistent in appearance to the main home structure. The roofing material of the outbuilding is to be of the same material as the main home structure.

Section 10: Prefabricate temporary storage units may not exceed 6 ½ feet in height upon completion. Storage units will be allowed with prior permission of the Architectural Control Committee and the Board of Directors. Any storage unit must not exceed 120 square feet. All storage units must be maintained and must not become an eyesore to the community.

Section 11: Golf carts, four wheel motorized ATV's, and the like are prohibited from the streets of Breckenridge Subdivision.

Section 12: No dwelling shall be built on any lot unless same has a two car (minimum) attached garage. Garages may not be converted into living quarters, either temporary or permanent. Carports are strictly prohibited.

Section 13: No vehicle 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.

- A. Parking on the grass is strictly prohibited. Recreational vehicles, not limited to but to include: campers, boats, boat trailers, utility trailers, trailers of any other description, untagged or off road vehicles shall not be permitted to be parked or stored on any lot unless they are parked in an enclosed garage or behind authorized side or back yard fencing and kept from public view.
- B. Additionally, semi-trailer trucks, tractors, or commercial vehicles larger than a light pick-up truck shall not be allowed to park in said subdivision, either on the streets or on a privately owned lot.
- C. Overnight short term vehicle parking in the street may be authorized by the Board of Directors of the BSPOA when notified in advance.
- D. Recreational vehicle and boat short term parking in the property owner's driveway may be authorized by the Board of Directors of the BSPOA when notified in advance. Short term to be determined by the BSPOA Board of Directors, but not to exceed four (4) calendar days. Short term parking occurrences are not to exceed more than five (5) times in any calendar year.

Section 14: All mailboxes must be brick and be of similar style brick as the home situated on said lot.

NOTE: Section 15, 16, and 17 apply only to home dwellings or permanent architectural structures separate from the home.

Section 15: All roof pitches must be of at least 7/12 pitch with material to be architectural shingles.

Section 16: All dwellings in the Breckenridge Subdivision must have at least 75% of total structure to be of brick or masonry material excluding garage door, windows, and entry doors.

Section 17: Soffits, fascia, and siding must be of a maintenance free material. The A.C.C. has the authority to prohibit the use of any material requiring maintenance such as wood, slate, Hardy board or similar products.

Section 18: All front and side yards are to be sod. Rear yards of interior lots are to be sod. Rear yards of perimeter lots may be left in a natural state. All yards will be maintained and kept free of unsightly growth. The BSPOA will notify the City of Rogers of abandoned lots and will assign a yard care service for those lots referred to the City of Rogers. The burden of cost for this service will be the property owner's and will be payable to the BSPOA upon receipt of billing. If payment is not received, a lien will be placed on the property for the amount due.

Section 19: No animals or livestock of any kind shall be raised, kept or bred on any lots in the Breckenridge Subdivision except that of dogs, cats or other household pets that 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.

Section 20: All pets are to be kept on a leash when walking outside. All pets are not allowed to roam free, and should be kept either indoors or behind fencing.

Section 21: No commercial farming or private farming will be allowed on any lot. A backyard or side yard garden will be permitted when it is sized for the needs of the family occupying the home on said lot. Such a garden shall be maintained so that it does not appear weedy, unkempt, and unsightly.

Section 22: No lot shall be subdivided or reduced in size from the original plat.

Section 23: There shall be no outside burning of trash or construction debris, with the exception of leaves, yard refuse, tree trimmings or other like materials within the Breckenridge Subdivision.

Section 24: No commercial advertising signs shall be permitted upon any lot in the Breckenridge Subdivision or Common Properties, except, signs advertising the real property for sale as permitted by

applicable sign ordinances and regulations. Signs advertising the property for sale shall not exceed five (5) square feet.

Section 25: Political signs and stakes are prohibited in the Common Property areas; however said signage will be allowed to be displayed on the lot or lots when placed by the lot owner two weeks before the date of the election. Signage must be removed within one week of election completion.

Section 26: No fence shall be constructed on any said 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.

Section 27: Privacy fences shall be constructed of wood, brick, wrought iron, and/or stone fencing material. All fencing must be approved by the A.C.C. prior to construction. Fence height shall not exceed six (6) feet. Chainlink and other forms of wire fencing are strictly prohibited.

Section 28: No communication mast, tower, 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 (2) feet above the highest point of the roof of the dwelling.

Section 29: 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. Roof-mounted dishes are to be behind the front building set-back.

Section 30: No construction of any permanent structure will be allowed in the electrical easement on lots 13 through 25.

Section 31: 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.

Section 32: Holiday decorations, including but not limited to lighting, and yard appurtenants shall be removed within four (4) weeks after the holiday has passed.

Section 33: All dwellings and structures located on the lots in the Breckenridge 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.

Section 34: It is provided that this Declaration of Covenants may be amended or changed at any time, provided that said change or amendment is signed by at least 60% (37 votes) of the Breckenridge Subdivision Property Owners' Association Inc. membership and properly recorded with the Registrar of Deeds of Benton County, Arkansas.

Section 35: The foregoing covenants and restrictions may be changed or amended by a 60% (37 votes) of the BSPOA according to the following procedures:

- A. Amendment recommendations must be submitted in writing to the Board of Directors before the September Board meeting for discussion.
- B. Amendment recommendations must be presented with at least (10) ten signatures of interested BSPOA lot owners (one signature per lot) and a reason for the recommended change.
- C. A movement for amendment changes must be made on or before the September meeting and passed before the amendment is presented to the BSPOA for a vote.

- D. Ballots for approved amendment voting will be mailed to all BSPOA members within 2 weeks after the September Board meeting requesting a return by November 15th. The Board shall mail the lot owners the results of the vote by the end of November.
- E. Amendments or changes will be properly recorded with the Registrar of Deeds of Benton County, Arkansas and a copy of the recorded amendment shall be mailed to each property owner of the BSPOA.

Section 36: Any owner of a lot or the BSPOA may sue at law or in equity to enforce this Declaration of Covenants.

Section 37: 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 XIII ENFORCEMENT

Section 1: Violation of any of the BSPOA covenants will result in a written notice from the Board. Failure to comply will result in the matter being turned over to the BSPOA homeowners' legal council for appropriate action.

Section 2: Any dispute between a property owner and the Association, including the A.C.C., shall be resolved by a Committee of five Arbiters, with two (2) to be designated by the property owner and two (2) to be designated by the Association. The four (4) arbiters so appointed shall agree on the selection of a fifth Arbiter.

Section 3: The arbitration shall generally follow the procedure prescribed in Arkansas Code Annotated Section 16-108-201, et seq., and the decision of the Committee of Arbiters, which shall be made in writing and signed by at least three (3) of the Arbiters, shall be final and binding on all interested persons.

Section 4: In the event a party fails to comply with the decision of the arbiters within the time period specified in the decision, any property owner or the Association may seek confirmation of the decision in a Court of competent jurisdiction in Benton County, Arkansas, as provided in the above-referenced Arkansas provision.

ARTICLE XIV GENERAL AND SPECIAL ASSESSMENTS

Section 1: By acceptance of the deed or other instrument of conveyance for his or her lot within the Breckenridge Subdivision, each lot owner shall be deemed to covenant and agree to pay the Association an annual assessment for operating expenses incurred by the Association and for maintenance and care of the Common Properties.

Section 2: On or before the first day of December of each year, the Board of Directors will adopt a budget for the upcoming year. The budget will establish the total amount of annual assessment on all lots in the subdivision. The amount of the assessment will be the same for all lot owners, regardless of improved or unimproved lot status.

Section 3: The first annual general assessment shall be one hundred twenty dollars (\$120.00). This assessment amount was approved by a majority of qualified voting members of the BSPOA and was established at the 2001 meeting of the Association.

Section 4: The amount of annual assessments on all lots may be increased or decreased by an affirmative vote of at least 60% (37 votes) and processed following Amendment protocol as stated in these covenants.

Section 5: The annual assessments provided for herein shall commence and be due and payable to the Association on January 1st of each year, with the past due date of February 15th. If dues are paid on or after February 16th, they are delinquent and a late fee of \$25.00 will be assessed. Any general or special assessment levied as set forth in these By-Laws shall become a lien on the affected real estate as soon as such assessment is due and payable as set forth above. In the event any owner fails to pay the assessment when due, then the assessment shall bear interest at the highest legal rate from the date when such assessment is due until it is paid in full. Forty-five (45) days after the date of any such assessment has been fixed and levied, the assessment, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as in the case of a lien on the affected real estate, and a notice of such assessment may be filed with the Circuit clerk of Benton County, Arkansas, and venue shall be laid in the Chancery Court of Benton County, Arkansas. It shall be the duty of the Board of Directors of the Association, as provided below, to bring actions to enforce such liens before they expire. The Association, in its discretion, may file certificates of non-payment of assessment with the Circuit Clerk of Benton County, Arkansas, whenever such assessments are delinquent. For each certificate so filed, or for any lien so filed, the Association shall be entitled to collect from the owners of the property described in such certificate the reasonable costs of collection, which fee is declared to be a lien on the affected real estate, and shall be collectable in the same manner as the original assessment provided for in these By-Laws. Any such lien shall continue for a period of ten (10) years from the date of delinquency. In the event legal proceedings are commenced to collect any such assessment, or if the services of any attorney are retained by the Association in connection therewith, the non-paying owner or owners shall be obligated to pay all costs, incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the assessment and may be foreclosed on in the same manner as the assessment as provided above.

Section 6: On the first business day after adoption of the budget for the upcoming year, the Secretary shall mail a statement to each owner informing him or her of their annual assessment and the due date for payment.

End of Document

Utilities & Services Contact List

Water: Rogers Water & Sewer Utilities
601 S Second Street
Rogers, AR 72757
479-621-1142
www.rwu.org

Trash & Recycling: Orion Waste Solutions (was Inland Waste Solutions)
3511 N Arkansas Street
Rogers, AR 72756
479-878-1384
www.rogersar.gov//402/Orion-Waste-Solutions

Electricity: Carroll Electric Co-op Company
707 SE Walton Blvd
Bentonville, AR 72712
479-273-2421
www.carrollecc.com

Gas: Black Hills Energy
1301 Federal Way
Lowell, AR 72745
888-890-5554
www.BlackHillsEnergy.com

Cable: Cox Communications
2603 W Pleasant Grove, Ste 110
Rogers, AR 72758
479-254-3459
www.cox.com

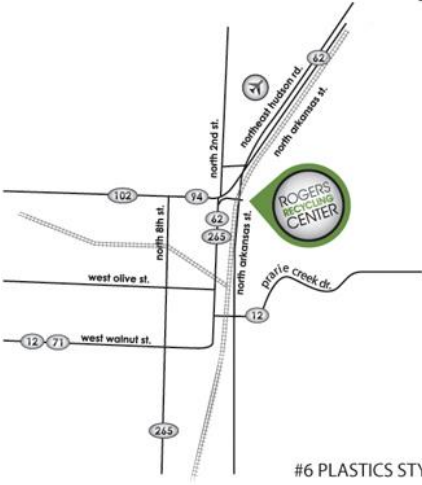
Lawn Care: Enrique Meza
313 E Lilac Street
Rogers, AR 72756
479-616-4012

Police Dept: Rogers Police Department
1905 S Dixieland
Rogers, AR 72756
479-621-1172
www.rogersar.gov//279/Police-Department

Recycling Information

CITY OF ROGERS RECYCLING TWO GREAT OPTIONS

DROP-OFF RECYCLING	CURB-SIDE RECYCLING
--------------------	---------------------



2300 N. Arkansas St. - Rogers, AR 72756 - (479) 621-1185

The drop-off facility is open 24/7 to the general public while pick-up routes are available for businesses with larger amounts of recyclable materials. Call our office at 479-621-1185 to schedule a pick-up. Office hours are 8am-5pm on weekdays and 10am-2pm on Saturday.

ACCEPTABLE ITEMS

- | | |
|--|---|
| <ul style="list-style-type: none"> OFFICE WASTE MAGAZINES NEWSPAPERS TELEPHONE BOOKS
 CLEAR GLASS BROWN GLASS GREEN GLASS
 CARDBOARD CHIPBOARD
 ALUMINUM CANS TIN CANS
 #1 PLASTICS (PET) #2 PLASTICS WHITE #2 PLASTICS COLOR #3-#7 PLASTICS OTHER #6 PLASTICS STYROFOAM POLYSTYRENE | <ul style="list-style-type: none"> OFFICE PAPER MAGAZINES NEWSPAPER TELEPHONE BOOKS
 CARDBOARD CHIPBOARD - CEREAL BOXES
 ALUMINUM CANS TIN CANS
 #1 PLASTICS (PET) - Pop/Soda Bottles #2 PLASTICS WHITE (HDPE) - Natural Milk or Tea Jugs #2 PLASTICS COLOR (HDPE) - Colored Laundry Bottles
 WHITE GOODS AND BULKY WASTE - Picked up Monthly |
|--|---|



Recycling materials must be placed in your recycling bin at the curb no later than 7:00am on your scheduled collection day.

INLAND SERVICES

3511 N. Arkansas St. - Rogers, AR 72756 - (479) 878-1384

Office hours are 8am-4pm, Tuesday - Saturday

Visit www.rogersarkansas.com for more information.

Your Curbside Recycling Program

Inland Service Corporation is proud to be the new service provider for the Rogers, Arkansas curbside recycling program. Our goal is to improve an already dynamic and successful program by diverting more material from landfill disposal. We intend to achieve this goal with little to no inconvenience to you – our customers.

Materials for recycling collection must be placed at the curb no later than 7:00 AM of your scheduled collection day. The materials must contain no unauthorized material and all material must be prepared in accordance with the information provided herein.

Acceptable Items:



Paper

Paper Items, including White Paper, Magazines, School Papers, Paper Bags and Newspaper (Newspaper must be either stacked inside your container, placed in a paper bag beside you container or stacked and bundled beside your container)



Aluminum

Aluminum Cans – All cans must be rinsed prior to placing into your recycling bin. Please, no aluminum foil, pie plates, cake tins, etc.



Cardboard

Cardboard boxes should be flattened/broken down and stacked neatly beside your container. *Please no pizza boxes or other material that has been exposed to food or grease.* Paperboard such as cereal boxes, shoe boxes, etc. is to be placed in the container(s) along with other paper.



Steel

Steel and or "tin" cans will be accepted provided they are thoroughly washed.



Plastics

Plastic milk jugs and plastic soda type bottles will be accepted for collection as recycling provided that they are thoroughly rinsed. To verify if a container is recyclable look at the bottom for the triangular recyclable symbol. If the number inside the triangle is a 1, 2 or 3 then the container may be recycled. Although it is not required, smashing plastic containers is appreciated.

Glass is not recycled. Please place all glass in your garbage cart.



Trash Disposal

Our scheduled neighborhood pickup is:

Normal Trash Pickup	Bulky Waste Pickup
Monday	First Monday of month

Curbside Pickup Holiday Schedule

Observance of Thanksgiving, Christmas and New Year's Day will delay pick up service by one day. When collection day falls on one of these three holidays, the pickup schedule changes and will happen the following day (ex: Monday = Tuesday).

Curbside Bulky Waste Collection

Bulky waste is collected once a month. Please do not co-mingle bagged trash with bulky waste. If it is in a bag, it is assumed to be household trash and will not be picked up. Bulky Waste Collection **must be scheduled** with Inland Waste Solutions by calling 479-878-1384.

Construction and/or demolition debris such as toilets, boards, plywood, or cabinets are not considered bulky waste and will not be picked up by Inland Waste Solutions.

Bulk Waste Pick up days are scattered throughout the month and are determined by your normal service day. If your normal service day is on a Monday, then your bulk pick up day is the first Monday of the month. If your normal service day is on a Tuesday, then your bulk pick up day is the first Tuesday of the month. If your normal service day is on a Wednesday, then your bulk pick up day is the second Wednesday of the month. If your normal service day is on a Thursday, then your bulk pick up day is the third Thursday of the month. If your normal service day is on a Friday, then your bulk pick up day is the fourth Friday of the month.

Bulky Waste Collection must be scheduled with Inland Waste Solutions by calling 479-878-1384. Bulk waste will not be picked up if it is not scheduled 48 hours in advance.

Acceptable	Unacceptable
Common Household Appliances (non-freon)	Automotive Fluids and Tires
Artificial Christmas Trees	Batteries
Furniture	Engine Parts
Grills	Florescent Bulbs
Large Toys and Toy Parts	Paint
Mattresses	Construction Debris (toilets, boards, plywood, cabinets, etc)
Tools	Pesticides, Herbicides, or Insecticides
Carpet and Padding (cut into 4x4 sections)	Refrigerators
Fire Pits	Yard Waste

BSPOA Plat Map Showing Lots

