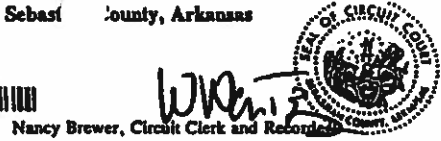


Cedar Glen Addition

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Cedar Glen
AMENDMENT TO PROTECTIVE COVENANTS AND BILLS OF ASSURANCE

WHEREAS, on the 19th day of October, 1998 the undersigned, Pinemeadow, Inc. ("the Developer"), filed certain protective covenants and bills of assurance ("High Pointe covenants") on a platted subdivision, known as High Pointe on Riley Farm Addition ("High Pointe Addition");

WHEREAS, the High Pointe covenants were filed in Book 668 at page 1966 of the records of the Sebastian County Circuit Clerk, Fort Smith District;

WHEREAS, the Developer reserved the right to amend the High Pointe covenants to impose the covenants, restrictions and uses and to grant the rights contained therein on additional platted subdivisions;

WHEREAS, the Developer amended the High Pointe covenants to include and to cover the Southfield on Riley Farm subdivision ("Southfield Addition"), which amendment was filed in book 668 at page 1985 of the records of the Circuit Clerk of Sebastian County, Fort Smith District;

WHEREAS, the Developer amended the High Pointe covenants to include and to cover the Woodlands on Riley Farm subdivision ("Woodlands Addition"), which amendment was filed in book 668 at page 1987 of the records of the Circuit Clerk of Sebastian County, Fort Smith District, Fort Smith District;

WHEREAS, on the 10th day of May, 1999 the Developer amended the High Pointe covenants to include and to cover the Highlands on Riley Farm Subdivision ("Highlands Addition"), which amendment was filed in book 682 at page 214 of the records of the Circuit Clerk of Sebastian County, Fort Smith District;

WHEREAS, on the 8th day of September, 1999 the Developer filed a plat ("Cedar Glen plat") for a new subdivision, known as the Cedar Glen on Riley Farm ("Cedar Glen Addition"), which was filed as plat 1599 of the records of the Circuit Clerk of Sebastian County, Fort Smith District;

WHEREAS, the Developer desires to amend the High Pointe covenants not only to include and to cover the Cedar Glen Addition but also to impose some covenants on the Cedar Glen Addition which are not included in or which are different from the High Pointe covenants;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT:

1. Subject to paragraph 2, the Developer imposes on lots 1 through 70 of the

Cedar Glen Addition, all of the terms, covenants, limitations, restrictions and uses and grants all of the rights contained in the High Pointe covenants, which are incorporated herein by reference.

2. With respect to the Cedar Glen Addition only:
 - (a) Each single family residential dwelling ("residence") shall have a minimum of 1,700 square feet of heated space, exclusive of the garage;
 - (b) No residence shall be constructed on any lot at a cost (actual cost of construction of just residence) of less than \$85,000.00;
 - (c) The side and back setbacks for residences and other structures ("side and back building setback lines") shall be as permitted under the zoning ordinances of the City of Fort Smith for a residential lot zoned R-3;
 - (d) The front setback for residences and other structures ("front building setback lines") shall be as shown on the Cedar Glen plat;
 - (e) No fence shall be erected on any portion of any lot between the front building line (an imaginary line that runs along the front of the residence from the side property line to the side property line) and the front property line as shown on the Cedar Glen plat. (One purpose of this restriction, among others, is to prevent the installation of a fence in the front yard of any lot);
 - (f) The forgoing notwithstanding, no fence shall be erected on any portion of a lot in violation of an existing easement, the zoning ordinances of the City of Fort Smith or the ordinances, regulations or rules of any other governmental entity.
 - (g) No septic tank or septic tank field shall be installed or maintained on any lot;
 - (h) Certain portions of lot 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 are considered "wetlands" and subject to special restrictions imposed by federal and state laws and regulations and by the owner's deed.
 - (i) No carport shall be constructed on any lot. This restriction shall not effect the requirement that all residences constructed in the addition have a private garage able to accommodate a minimum of two vehicles.

3. As provided in Article II of the High Pointe covenants every owner of a lot in the Cedar Glen Addition shall automatically be (and must remain) and shall have all of the rights of a member of the Riley Farm Property Owners Association.

4. The covenants contained in paragraphs 1 and 2 (hereinafter collectively referred to as the "Cedar Glen covenants") shall run with the land (Cedar Glen Addition) for the period of time set forth in the High Pointe covenants and shall be binding upon the Developer and all future owners of the lots in the Cedar Glen Addition. The Cedar Glen covenants are for the benefit of and are limitations upon the Developer and all future owners of the lots in the Cedar Glen Addition (and the High Pointe, Southfield, Woodlands and Highlands Additions) and have been designated as such in order to provide for an orderly development of the Cedar Glen Addition (and the High Pointe, Southfield, Woodlands and Highlands Additions) and for the purpose of making the Cedar Glen Addition (and the High Pointe, Southfield, Woodlands and Highlands Additions) desirable, uniform and suitable for the uses set forth therein.

5. It shall be lawful for the Developer, the Association or any person owning a lot or lots, or any undivided fee interest therein, in the Cedar Glen Addition (or the High Pointe, Southfield, Woodlands or Highlands Additions) to initiate any proceedings at law or in equity against parties or person violating or attempting to violate any of the Cedar Glen covenants (or the High Pointe, Southfield, Woodlands or Highlands covenants) to seek an injunction against such violation or to recover damages for such violation, or both. Any rights reserved hereunder to the Developer may also be exercised by any owner of lots situated in the Cedar Glen Addition (or the High Pointe, Southfield, Woodlands or Highlands Additions), either individually or collectively. The invalidation of any one of the Cedar Glen covenants (or any of the High Pointe, Southfield, Woodlands or Highlands covenants) by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Pinemeadow, Inc., being the Developer herein, has caused this instrument to be executed by its President and Secretary, this 15 day of September, 1999.

"DEVELOPER"

PINEMEADOW, INC.

By: 
President

ATTEST:


Secretary

(SEAL)

