

Maple Park, Lots 20-34



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Maple Park

Nancy Brewer, Circuit Clerk and Recorder

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 amended the High Pointe covenants to include and to cover the Cedar Glen subdivision ("Cedar Glen Addition"), which amendment was filed on September 16, 1999 as Document #7000930 of the records of the Circuit Clerk of Sebastian County, Fort Smith District;

WHEREAS, on the 15th day of December, 1999 the Developer amended the High Pointe covenants to include and to cover the Valley View subdivision ("Valley View Addition"), which amendment was filed on December 15, 1999 as Document #1609 of the records of the Circuit Clerk of Sebastian County, Fort Smith, District.

WHEREAS, on the 12th day of January, 2000 the Developer filed a plat for a

new subdivision, known as Maple Park on Riley Farm, Lots 20 through 34 ("Maple Park Addition"), which was filed as plat #1617 of the records of the Circuit Clerk of Sebastian County, Fort Smith District (The plat for Maple Park on Riley Farm, Lots 20 through 34, is hereinafter referred to as the "Maple Park plat");

WHEREAS, the Developer desires to amend the High Pointe covenants not only to include and to cover the Maple Park Addition but also to impose some covenants on the Maple Park 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 herein, the Developer imposes on all of the lots in the Maple Park Addition (Lots 20 through 34), 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 Maple Park Addition only:

- (a) The lots in the Maple Park Addition may be used only for the construction of single family residential dwellings or residential duplexes. If a single family residential dwelling is constructed on a lot, the dwelling shall have a minimum of 1,800 square feet of heated space, exclusive of the garage, and each dwelling shall have an attached two car garage. If a duplex is constructed on a lot, each side of the duplex shall have a minimum of 1,200 square feet of heated space, exclusive of the garage, and each side shall have an attached two car garage;
- (b) The front yard setbacks for single family residential dwellings, duplexes and other structures (front building setback lines) for all lots shall be as shown on the Maple Park plat;
- (c) The back yard and side yard setbacks for single family residential dwellings, duplexes and other structures (back and side building setback lines) for all lots shall be as permitted under the zoning ordinances of the City of Fort Smith;
- (d) The front of any single family residential dwelling or residential duplex constructed on lot 20 or 34 shall face Park Valley Circle and any driveway or other access to the dwelling or duplex on these lots shall be on Park Valley Circle and not from old Highway 71. In other words, the dwelling

or duplex on these lots may not face or be accessed from old Highway 71.

- (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 or duplex from the side property line to the side property line) and the front property line as shown on the Maple Park 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) No carport shall be constructed on any lot. This restriction shall not effect the requirement that all residences and each side of all duplexes, constructed in the Maple Park Addition have a private garage able to accommodate a minimum of two vehicles;
- (i) No detached outbuilding of any kind, including but not limited to storage sheds, tool sheds or barns, shall be constructed or placed on any lot.

3. As provided in Article II of the High Pointe covenants every owner of a lot in the Maple Park 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 "Maple Park covenants") shall run with the land (Maple Park 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 Maple Park Addition. The Maple Park covenants are for the benefit of and are limitations upon the Developer and all future owners of the lots in the Maple Park Addition (and the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen and Valley View Additions) and have been designated as such in order to provide for an orderly development of the Maple Park Addition (and the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen and Valley View Additions) and for the purpose of making the Maple Park Addition (and the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen and Valley View 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 Maple Park Addition (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen and Valley View Additions) to initiate any proceedings at law or in equity against parties or person violating or attempting to violate any of the Maple Park covenants (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen or Valley View 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 Maple Park Addition (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen or Valley View Additions), either individually or collectively. The invalidation of any one of the Maple Park covenants (or any of the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen or Valley View covenants) by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

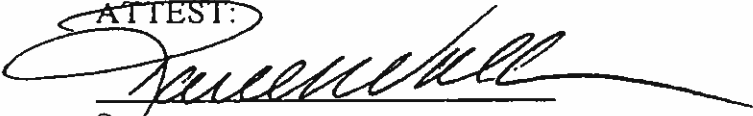
IN WITNESS WHEREOF, Pinemeadow, Inc., being the Developer herein, has caused this instrument to be executed by its President and Secretary, this 1 day of February, 2000.

"DEVELOPER"

PINEMEADOW, INC.

By: 
President

ATTEST:


Secretary

(SEAL)

