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Nancy Brewer, Circuit Clerk and Recorder



Valley View

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 filed a plat ("Valley View plat") for a new subdivision, known as Valley View on Riley Farm ("Valley View Addition"), which was filed as plat # 1609 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

Refer to

*Pinemeadow, Inc
PO-Box 180548
Ft. Smith, Ar. 72908*

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to include and to cover the Valley View Addition but also to impose some covenants on the Valley View 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 lots 1 through 66 of the Valley View 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 Valley View Addition only:

- (a) Each single family residential dwelling ("residence") shall have a minimum of 2,200 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 \$132,000.00;
- (c) The side yard setbacks for residences and other structures ("side building setback lines") shall be fifteen (15) feet for all lots, except that the street side (exterior) setback for corner lots 1, 6, 7, 15, 16, 26 and 27 shall be twenty-five (25) feet and the street side (exterior) setback for corner lot 53 shall be fifty (50) feet;
- (d) The rear yard setbacks for residences and other structures ("back building setback lines") for all lots shall be as permitted under the zoning ordinances of the City of Fort Smith, except that the rear yard setback for corner lots 1, 6, 7, 15, 16, 26, 27 and 53 shall be twenty-five (25) feet.
- (e) The front yard setbacks for residences and other structures ("front building setback lines") for all lots shall be fifty (50) feet as shown on the Valley View plat;
- (f) There is a natural gas well and associated pipelines and improvements located on lot 47. This lot is subject to any lease, license or easement and any federal, state or local rules or regulations regarding said well and associated pipelines and improvements;
- (g) 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 Valley View plat. (One purpose of this restriction, among others, is to prevent the installation of a fence in the front yard of any lot);

- (h) 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.
- (i) No septic tank or septic tank field shall be installed or maintained on any lot;
- (j) Certain portions of lots 54, 55, 56, 57, 58 and 59 are considered "wetlands" and subject to special restrictions imposed by federal and state laws and regulations and by the owner's deed.
- (k) 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 Valley View 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 "Valley View covenants") shall run with the land (Valley View 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 Valley View Addition. The Valley View covenants are for the benefit of and are limitations upon the Developer and all future owners of the lots in the Valley View Addition (and the High Pointe, Southfield, Woodlands, Highlands and Cedar Glen Additions) and have been designated as such in order to provide for an orderly development of the Valley View Addition (and the High Pointe, Southfield, Woodlands, Highlands and Cedar Glen Additions) and for the purpose of making the Valley View Addition (and the High Pointe, Southfield, Woodlands, Highlands and Cedar Glen 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 Valley View Addition (or the High Pointe, Southfield, Woodlands, Highlands or Cedar Glen Additions) to initiate any proceedings at law or in equity against parties or person violating or attempting to

violate any of the Valley View covenants (or the High Pointe, Southfield, Woodlands, Highlands or Cedar Glen 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 Valley View Addition (or the High Pointe, Southfield, Woodlands, Highlands or Cedar Glen Additions), either individually or collectively. The invalidation of any one of the Valley View covenants (or any of the High Pointe, Southfield, Woodlands, Highlands or Cedar Glen 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 _____ day of _____, _____.

"DEVELOPER"

PINEMEADOW, INC

By: 
President

ATTEST:


Secretary

(SEAL)

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ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF SEBASTIAN)

On this 17 day of December 1999, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of Sebastian, Arkansas, appeared in person Ronald Bouse and Paul Walker to me personally well known, and stated that they were the President and Secretary of Pinemeadow, Inc a corporation, whose name appears upon the within and foregoing instrument, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17 day of December, 1999

Lucy A. Wilkes

Commission Expires:

10/1/2001

LUCY A. WILKES
NOTARY PUBLIC
STATE OF ARKANSAS
CRAWFORD COUNTY
EXPIRES 10/1/01