



CERTIFICATE OF RECORD
2023R-000011

DEEDS
FILED: 01/03/2023 11:46 AM
CONWAY COUNTY, AR
ARLENE MASSINGILL, CIRCUIT CLERK
BY: SARA JO MILLER D.C.
PAGES: 10

AMENDMENT TO RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an instrument recorded on Book-230 Page 269-278 in the office of the Recorder of Conway, County, Arkansas titled Restrictive Covenants was filed on or about September 6, 2005, governing certain covenants to run with the lands described as HIDDEN VALLEY, INC. an ARKANSAS CORPORATION, in the City of Morrilton, Conway County, Arkansas, with the plat thereof recorded on Plat Book 3, at Page 119, in the Records of the Recorder of Conway County, Arkansas, and,

WHEREAS, on or about November 17, 2022 the OWNER, **CB DIRTWORKS, LLC** acquired fee simple ownership of more than 80% of all lots of Hidden Valley Subdivision, and;

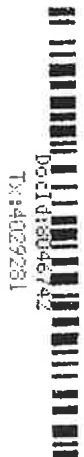
WHEREAS, **CB DIRTWORKS, LLC** now seeks to adopt amended covenants stated herein and agrees that stated covenants shall apply to all property now platted as Hidden Valley Subdivision to the City of Morrilton, Conway County, Arkansas, as covenants running with the land, effective with the date of recording of this instrument, and repealing in its entirety the previous instrument adopted on September 6, 2005.

1. SCOPE OF APPLICATION

These amended covenants shall apply in their entirety to the area now known and described as Hidden Valley Subdivision to the City of Morrilton, Conway County, Arkansas, as shown on the recorded plat thereon.

2. LAND USE AND BUILDING TYPES

No lot in the addition shall be used for any other purpose than single-family residential as that term is defined in the Municipal Zoning Ordinance of the City of Morrilton, Arkansas. Primary residences shall not be constructed to exceed two and one half stories, and each such dwelling shall have a private



garage for the storage of not less than two automobiles. Roofs shall have a pitch of six (6) and twelve (12) or steeper. No business or commercial use shall be carried on or permitted in any structure or in any portion of this addition in keeping with the general plan to develop this property for the highest class of residential occupancy. In-home occupations are permitted so long as such inhome occupation does not generate automobile traffic or require external signage, or the visible storage of more than two (2) commercial vehicles on each lot. Examples of permitted in-home occupations include internet-based sales, small woodworking or repair shops, off-site catering, internet or telephone based professional occupations such as realtor, accountant, attorney, etc., Examples of prohibited in-home occupations include but are not limited to: restaurant, tavern, bed and breakfast, nightly rentals (Airbnb, VBRO, etc). display-based merchandise sales, hair salon, massage therapy, commercial farming or gardening, entertainment venue, etc.

External Cabana structures may be built and maintained within the building area on any lot in the addition when used in connection with a swimming pool. The interior of a detached cabana will not be included in the determination of the minimum dwelling sizes. Garages shall have a minimum of 400 square feet with a minimum outside dimensions of 20 x 20 feet. Separate garages are permitted pursuant to the requirements herein. In addition to the primary residence, lot owners are permitted to construct up to two (2) additional auxiliary buildings, such as garages, workshops, "in-law quarters", guest houses, pool houses, etc. Such additional auxiliary buildings shall be equal or lesser in size to the primary residence and shall match the same construction materials, color, and design as the primary residence. No metal buildings, pole barns, "barndominiums" or similar structures shall be permitted. All proposed construction of auxiliary buildings shall be submitted in writing to the Architectural Control Committee and approved pursuant to the guidelines stated herein.

3. DWELLING SIZE AND QUALITY

Size, design, and location and site development of all buildings in this subdivision shall be subject to the prior approval of an Architectural Control Committee hereinafter designated. The Architectural Control Committee, hereinafter called "the Committee" shall approve no plans which provide for the construction of residences on lots in this addition having less than **1,800 square feet** of heated and livable floor space, measured by outside wall dimensions. Automobile garages, either attached or detached, shall not be considered a part of the minimum square foot requirement. All dwellings placed upon the premises shall be of new construction and shall be of the highest-class workmanship and best quality materials. Exterior construction

materials shall be of traditional and commonly used construction materials for the surrounding region, and shall not be of metal construction, including "barndominium"-type structures. Approval of plans for construction of all buildings pursuant to these covenants shall not be unreasonably withheld by the Committee based upon the style of design of the exterior of such proposed principal residences as long as the same are designed, in whatever style, in accordance with the highest standards of architectural design for this region.

4. ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be constructed, created or maintained upon any lot in the addition, nor shall any modification, alteration or change be made in the exterior of any existing residence until the construction, grading and drainage and landscape plans and specifications showing the nature, size, shape, dimensions, materials and location of the same shall have been submitted to and approved, in writing, by the Committee, or the Committee has waived its right in the manner hereinafter provided.

5. THE ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of COLTON COOKSEY and BRADLEY GOODNIGHT, as permanent members, or their heirs and assigns. In the event of death, resignation, or permanent disqualification of a member of the Architectural Control Committee, the remaining member shall designate a replacement. Any property owner in the addition seeking to obtain the required approval of any plans for construction, modification or alteration or improvement on his, her, or its property shall submit the same in two (2) copies to either member of the Architectural Control Committee. A written receipt from either member of the Architectural Control Committee shall be prima facie evidence of delivery of such plans and the date thereof. If within thirty (30) days from the date of delivery of such plans to a member of it, the Architectural Control Committee has not stated to the owner deficiencies in the proposal for such construction or alteration or improvements, the owner may proceed with such construction as though affirmative approval had been received from the Architectural Control Committee. Notice shall be given to the owner at the address for the owner indicated in the property records of Conway County, Arkansas, or as otherwise indicated by the owner, in writing to the Architectural Control Committee by certified mail with return receipt requested. If deficiencies are noted and called to the owner's attention in the proposed plans within the thirty (30) day period following delivery thereof to a member of the Architectural Control Committee by the owner, the owner shall not proceed with any such construction or alteration until such deficiencies have been corrected to the satisfaction of the Committee. The Committee shall have

full power to enforce the provisions and restrictions herein by an action for an injunction fully as through they were the owners of the property in the subdivision and whether or not they actually are owners of the property in the subdivision. The Architectural Control Committee shall have the authority to further amend or interpret the requirements and regulations of these covenants as deemed necessary, provided that such amendments are properly recorded, and shall not be retroactive to any existing non-conforming use as of the date of the amendment.

6. GENERAL RESTRICTIONS

- a. No noxious or offensive activity and no visible commercial activities of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Visible commercial activities include, but are not limited to, commercial activity requiring external signage, activity which generates noise, odor, or vibrations; incoming or outgoing visitor traffic; storage of specialty commercial vehicles such as dump trucks, buses, tractor trailers, construction equipment, delivery vans, box trucks, etc. Passenger cars, trucks, and vans with a standard two-axle wheelbase are permitted, even if such vehicles are used for commercial purposes.
- b. No manufactured housing, trailer, mobile home, tent, shack, or barn, shall be erected on any lot in this subdivision, temporary or permanently, except for the temporary use by construction contractors only. Tents used for recreational purposes of a short duration shall not be considered as excluded by this provision.
- c. No signs, billboards, posters or advertising devices shall be permitted upon any of the lots of this addition except that the owner of each lot may place house numbers and the owner's name upon his or her mail box or dwelling; however each letter thereof shall be no more than 6 inches in height and 6 inches in width; and owners may place a sign not more than 4 square feet in size advertising the property for sale should it be offered for sale by the owners.
- d. 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 provided that they are not kept, bred, or maintained for commercial purposes. All pets will be kept behind suitable fences.

- e. No trash, ashes, or other refuse may be thrown or dumped on any of the lots in the addition.
- f. No building material of any kind or character shall be placed or stored upon any lot in the addition until the owner is ready to commence construction of the improvements requiring such materials. Building material shall not be placed or stored in the street between the curb and property lines.
- g. No privy, cesspool, septic tank field or disposal plant shall be installed or maintained on any lot in the addition, and all residences shall have the plumbing connected to the city sanitary sewer system.
- h. All garages shall be finished inside and shall be fully enclosed with garage doors.
- i. All driveways in the addition shall consist of a hard surface acceptable to the Committee and driveways of less than 18 feet in width and 5 feet in width will be discouraged.
- j. No trucks, mail cars, dune buggies, golf carts, mobile homes, commercial vehicles, travel trailer, campers, boats, motors, or trailers shall be kept on the lot or in the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure screened with fencing or plant material as not to be visible from the street.
- k. Grass, weeds and vegetation shall be kept mowed and cleared at regular intervals on each lot by the owner thereof so debris shall not be allowed to accumulate upon any lot. Dead trees, shrubs, vines and plants shall be promptly removed from each lot. The Homeowners Association shall have the right, privilege, and option to cause any unkept lots to be mowed and to remove dead trees, plants or other vegetation and debris from such lot, if after ten days notice in writing from the Homeowners Association to the owner, the owner had failed or neglected to do so, and the Homeowners Association shall be entitled to a lien upon such lot for the costs of such work.
- l. Each lot owner shall provide and maintain a light located in the vicinity of the intersection of the driveway and street, which light shall be in all respects in accordance with the Architectural Control Committee.

7. BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than the minimum of 25 feet or the feet building setback lines shown on the recorded plat. Side yards shall be maintained between the side lot lines and the building line of not less than (8) feet, provided, however, that eaves and cornices of permitted structures may overhang the required side yards no closer than (8) feet to the side lot line. Porches, steps, chimneys, window boxes and other portions of a permitted structure shall not project beyond the minimum setback line, but except as herein limited, eaves, and cornices may overhang the building setback lines. No building will be permitted to be constructed nearer than (8) feet to the rear property line of any lot. Swimming pools shall not be considered to be a "building" or within the meaning of this section and may be constructed nearer to the rear lot line than the restriction on buildings. Eaves and cornices of permitted structures may overhang the rear yard setback no more than twenty-five (25) feet. Up to two (2) exterior auxiliary buildings may be constructed following written application and approval of plans to the Architectural Control Committee, and shall be constructed with identical or similar finish to the primary residence.

8. DIVISION OF LOTS AND RE-PLATTING OF LOTS

A "lot" as the word is used herein shall consist of a numbered lot as shown on the plat of the addition, together with any portion of portions of an adjacent lot or lots comprising a single building site. No lot shown on the plat may be subdivided into more than one lot.

Owners of adjoining lots are permitted to apply for re-platting of two or more adjoining lots for the purpose of ownership of larger lots. Proposed re-platting shall be submitted in writing and approved by the Architectural Control Committee, and shall include the proposed estimated location of home and all exterior buildings. Once re-platted, the newly re-platted lot shall conform to all setback requirements as provided herein as well as all municipal zoning and planning guidelines.

9. FENCING AND ORNAMENTAL STRUCTURES

No fences shall be erected on any portion of a lot between the line drawn across the front foundation or building line of the principal dwelling and intersecting the side lot lines and the front lot line. No fences composed principally of wire or metal shall be constructed on any portion of any lot. It is the intention of this covenant to require permitted fencing to be of a decorative nature and not solely utilitarian. Retaining walls, ornamental fences of less than three (3) feet in height and composed of brick or natural stone construction may be permitted on a lot in the front portion as herein described and the front lot line. However, no other structure exceeding three (3) feet in height shall be placed or permitted on the portion of any lot

lying nearest to the abutting street and in front of a line extended across the front foundation line of the principal dwelling. No chain link fences will be permitted.

10. DEFINITION OF "PRINCIPAL DWELLING"

The term "principal dwelling," "residence" or "principal residence" as used in these restrictive covenants shall refer to a residence meeting the requirements hereof and approved by the Committee for construction in the addition.

11. HOMEOWNERS ASSOCIATION

For the purpose of maintaining areas to be used in common with some or all of the residents and owners of the property in the addition, the streets, street lights, drainage and such other activities and undertakings as may be for the general use and benefit of the owners and residents of the property, each and every lot owner, in accepting a conveyance of any lot in this Addition, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Hidden Valley Homeowners Association, a non-profit corporation. The association dues will initially be \$10.00 per month, per lot. Dues will be payable only for lots which are occupied with a residence.

12. LIEN FOR MEMBERSHIP DUES

All owners of property in the Addition shall pay the required dues to the Homeowners Association promptly when the same become due, and in the event of failure to pay the same promptly when the same become due, such dues shall constitute a lien upon the property owned by such owner in the Addition and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.

All delinquent assessments shall bear interest at the rate of ten percent (10%) per annum from the date the same became due until they are paid, and the association shall be entitled to receive a reasonable fee for its attorneys when their services become necessary to collect any delinquent assessments, all of which shall be a part of the lien for dues.

13. SUBORDINATION OF LIEN FOR MEMBERSHIPS

The liens herein retained for membership dues to the Homeowners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing

obligations of owners of any of the lots in the addition up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive mortgages, deeds of trust and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

14. EASEMENTS

No recorded easements shall be used by any company or person, other than the owner of the affected lot or lots, for any purpose other than those designated on the plat of the addition. No easement granted herein shall be used as an accessway to any adjoining property.

15. RETENTION OF REPURCHASE OPTION

Section Omitted for 2022 Edits

16. PERSONS BOUND BY THESE COVENANTS

All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of Twenty-Five (25) years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of Ten (10) years unless prior to end of the original term or any successive term of the application hereof (a majority) of the then owners of the lots in the addition agree to the amendment or removal of these covenants in whole or in part. (These covenants may be amended at any time by the owners of 80% of the lots in the addition). No changes in these covenants in the manner herein set forth shall be valid unless the same be placed of record in the office of the Recorder of Conway County, Arkansas, duly executed and acknowledge by the requisite number of owners.

17. RIGHT TO ENFORCE

The covenants, agreements, and restrictions herein set forth shall run with the title to the lots in this addition and bind the presents owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold,

[Handwritten Signature]

NOTARY PUBLIC

My Commission Expires:

5-1-2032

