

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2011/59129
Term/Cashier: CASH2/Teresa Baber
12/27/2011 10:22AM
Tran: 175526
Total Fees: \$35.00

Book 2011 Page 59129
Recorded in the Above
DEED Book & Page

**THIRD AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS FOR
ST. VALERY DOWNS SUBDIVISION
CAVE SPRINGS, ARKANSAS**

This Third Amendment to Protective Covenants and Restrictions for St. Valery Downs Subdivision ("Third Amendment") is made and executed on the 9th day of December, 2011, by the St. Valery Downs Property Owners' Association, Inc. (the "Association").

RECITALS:

A. St. Valery Downs Subdivision was established by recording of the Protective Covenants and Restrictions for St. Valery Downs Subdivision (the "Protective Covenants") with the real estate records of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas on December 9, 2002 in Book 2002, Pages 146209-146218.

B. The Association, pursuant to Paragraph 5, Section 2 of the Protective Covenants, having the authority to enforce and amend the Protective Covenants has acquired the signatures of the Lot Owners of two-thirds (2/3) of the Lots in St. Valery Downs Subdivision, as required by Paragraph 29 of the Protective Covenants, approving the desired landscaping changes to the Protective Covenants stated herein and filed of record said written approval of the Lot Owners, along with an Affidavit of the Association's President, with the real estate records of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas on March 3, 2008 in Book 2008, Pages 7675-7893.

C. The landscaping changes to the Protective Covenants approved previously by the Lot Owners of two-thirds (2/3) of the Lots in St. Valery Downs Subdivision were inadvertently omitted from previously recorded amendments to the Protective Covenants, and the Association now desires to amend the Protective Covenants to add a minimum landscaping requirement as previously approved by said Lot Owners, which such approval having been recorded on March 3, 2008 in the real estate records of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas in Book 2008, Pages 7675-7893.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of enhancing and protecting the value and desirability thereof, the Association hereby amends the Protective Covenants as set forth below. Any and all contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be deemed to have these covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these covenants also benefit the Association and future Lot Owners of the Property because of the interest of the Association and such future Lot Owners in having the entire Property maintained in a manner for the benefit of all Lot Owners of any portion of the Property.

1. **Building Limitations.** Paragraph 2 of the Protective Covenants, **BUILDING LIMITATIONS**, is amended by adding the following section (b) to the end of Paragraph 2 to now read as follows:

Benton County, AR
I certify this instrument was filed on
12/27/2011 10:22AM
and recorded in DEED Book
2011 at pages 59129 - 59130
Brenda DeShields-Circuit Clerk

“(b) **LANDSCAPING.** The front yard, or corner lot, of the yard area facing a street shall be sodded and landscaped. A minimum of two shade trees with a minimum diameter trunk of two inches shall be planted and maintained as landscaping. Any tree that dies or is destroyed by storm, damage or neglect must be replaced with a tree of at least the minimum requirement within three (3) months.

A formal Landscaping Plan must be presented and approved by the ACC at the time the construction plan is approved by the ACC.”

2. **Conflict.** In the event of any conflict between the terms of the Protective Covenants and this Third Amendment, the terms of this Third Amendment shall control. Except as modified by this Third Amendment, the terms of the Protective Covenants are hereby ratified and remain in full force and effect as amended hereby. Any capitalized terms in this Third Amendment that are not defined herein shall have the meaning and application given to them in the Protective Covenants.

WITNESS my signature this 9th day of December, 2011.

**ST. VALERY DOWNS PROPERTY OWNERS’
ASSOCIATION, INC.**

By: [Signature]
Its: Chairman of the Board of Directors

Attested: [Signature]

By: Secretary of the Board of the Association

SWORN TO AND SUBSCRIBED before me on this 9th day of December, 2011.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:

December 18, 2020

