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Doris Tate, County Clerk and Recorder

2nd Amendment

070139

AMENDMENTS TO PROTECTIVE COVENANTS AND BILLS OF ASSURANCE
March 1, 2006

WHEREAS, on the 19th day of October, 1998 Pinemeadow, Inc., as the developer, filed certain protective covenants and bills of assurance (the "High Pointe Covenants") on a platted subdivision, known as the High Pointe on Riley Farm Addition (filed in Book 668 at Page 196 of the Recorder of Sebastian County, Arkansas) (All references to a "Book and Page" or "Document Number" hereinafter refer to the filing designation by the Recorder [the "Recorder"] of Sebastian County, Arkansas);

WHEREAS, Pinemeadow, Inc. subsequently filed separate plats for and amended the High Pointe covenants to cover (and imposed certain specific covenants on) the Lots in the following subdivisions: (i) the Southfield on Riley Farm Addition (Book 668, Page 1985); (ii) the Woodlands on Riley Farm Addition (Book 668, Page 1987); (iii) the Highlands on Riley Farm Addition (Book 682, Page 214); (iv) the Cedar Glen on Riley Farm Addition (Document Number 7000930); (v) the Valley View on Riley Farm Addition (Document Number 7007469); (vi) Lots 20 through 34 of the Maple Park on Riley Farm Addition (Document Number 7010651); (vii) Lots 32 - 61 and a replat of Lot 19 of the Highlands on Riley Farm Addition (Document Number 7052510); (viii) Lots 62-113 of the Highlands on Riley Farm Addition (Document Number 7058857); and (ix) Lots 67-113 and Tract A of the Southfield on Riley Farm Addition (Document Number 7055858) (The High Pointe on Riley Farm Addition and the subdivisions described in this paragraph are hereinafter referred singularly as the "Subdivision" and collectively as the "Subdivisions". The previous amendments to the High Pointe covenants described in this paragraph are hereinafter referred to singularly as a "Subdivision Amendment" or collectively as the "Subdivision Amendments");

WHEREAS, on September 1, 2000 the owners of two-thirds (2/3) of the Lots in the High Pointe, Southfield, Woodlands, Cedar Glen, Valley View and Maple Park subdivisions amended the High Pointe Covenants, which Amendment was filed as Document Number 704607 (the "2000 Amendments");

WHEREAS, the undersigned, as owners of more than two-thirds (2/3) of all of the Lots in all of the Subdivisions, desire to amend the High Pointe Covenants and the Subdivision Amendments (including the covenants that are specific to particular Subdivisions).

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT:

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1 For purposes of these Amendments the term "Addition" refers to all of the Lots in all of the Subdivisions.

2. Section 4 of Article VI of the High Pointe Covenants is hereby amended in its entirety to read as follows:

Section 4. Manufactured Housing, Temporary Structures and Recreational Vehicles.

a. Mobile Homes, Manufactured Houses, Prefabricated Houses, Trailers and Tents. No mobile home, manufactured house or prefabricated house shall be erected or placed on any Lot, either temporarily or permanently. No office or house trailer, tent or construction shack shall be erected or placed on any Lot, except for temporary use by construction contractors for a reasonable period of time and only in such location and for such time as designated by the Architectural Control Committee. No trailer, tent or other detached temporary structure shall be used as a residence on or for any Lot, either temporarily or permanently

b. Recreational Vehicles. All boats, camping trailers, and RVs, motorcycles, boat trailers, four-wheelers, ATVs and other vehicles or trailers used for recreational purposes (collectively "recreational vehicles") shall be stored as follows: (i) if the recreational vehicle is more than four feet in height, in the garage attached to the residential dwelling or in a completely enclosed detached structure approved by the Architectural Control Committee; and (ii) if the recreational vehicle is less than four feet in height, at the rear of the residential dwelling so as to be obscured from public view and from the view of adjacent Lots. Shrubbery or fencing (as described in Sections 5 and 6) may be used to obscure the view of recreational vehicles that are less than four (4) feet in height. No recreational vehicle shall be used as a residential dwelling either temporarily or permanently

3. Section 5 of Article VI of the High Pointe Covenants is hereby

amended in its entirety to read as follows:

Section 5. Setback Lines and Retaining Walls.

a. Setback Lines for the Residential Dwelling.

(1) Front Setback Line for the Residential Dwelling and Other Structures. The front setback for the residential dwelling and all other structures (except fences and retaining walls) on a Lot shall be as shown on the plat for the Subdivision containing that Lot.

(2) Side and Back Setback Lines for the Residential Dwelling and Other Structures. The side and back setbacks for the residential dwelling and all other structures (except fences and retaining walls) on a Lot, including all corner lots, shall be: (i) for Lots in the High Pointe Addition as set forth in the original High Pointe Covenants (and the plat thereof); and (ii) for all other Lots as set forth in the particular Subdivision Amendment covering that Lot (and the plat thereof).

b. Setback Lines For Fences.

(1) Front Setback Line for Fences. The front yard setback for fences on a Lot shall be the "front building lines" of the Lot. The term "front building lines" shall mean the imaginary lines (i) which run parallel to the front of the residential dwelling; and (ii) which begin at the front corners of the residential dwelling that are the furthest from the street and which end at the side property lines of the Lot, as shown on Exhibit "A". (The purpose of this covenant is to prevent any fencing in the front yard of a Lot, including fencing on or in the street right of way at the front of the Lot.)

(2) Side and Back Setback Lines for Fences. Subject to the front yard setback for fences contained in the previous paragraph, there are no setbacks for fences in side or back yards of a Lot; provided however, that with respect to corner lots no fence may be constructed between the side property line and the side building setback line as shown on the plat for that Lot.

c. Retaining Walls (Including Setback Lines).

(1) Approval by the Architectural Control Committee. All retaining walls on any Lot must be approved by the Architectural Control Committee. Among the items which the Architectural Control Committee should consider are the colors, materials, surface and texture of the proposed retaining wall.

(2) Retaining Walls in a Front Yard. The forgoing subsection notwithstanding, the Architectural Control Committee shall not approve (and the Owner shall not construct) a retaining wall of more than three feet in height to the front of the front building lines (as defined in the previous subsection) of a Lot, except for retaining walls that are consistent with and part of the overall design of the residential dwelling. (The purpose of this covenant is, among other things, to prevent retaining walls of more than three feet in height in the front yard of a Lot, including any such retaining walls on or in the street right of way in the front of the Lot, unless the retaining wall is part of the overall design of the residential dwelling.)

(3) Retaining Walls in a Side and Back Yard. All retaining walls in the side and back yards of a Lot are subject to the setback for retaining walls in a front yard (which prohibits retaining walls if more than three (3) feet in height to the front of the front building lines). Further, with respect to corner lots no retaining wall may be constructed between the side property line and the side building setback line as shown on the plat for that Lot. Subject to the forgoing, there are no setback restrictions for the retaining walls in the side and back yards of a Lot if the retaining wall is less than six (6) feet in height. If the retaining wall is more than six (6) feet in height, the Architectural Control Committee may approve the retaining wall only if appropriate "impact softening" features are incorporated, such as stair-stepping or landscaping within wall structures or segments.

d. Compliance with Ordinances.

The forgoing notwithstanding, all residential dwellings and other buildings, fences and retaining walls in the Addition

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shall comply with the setback requirements of the ordinances of the City of Fort Smith.

4. Section 6 of Article VI of the High Pointe Covenants is hereby amended in its entirety to read as follows:

Section 6. Fences.

No galvanized or concrete block fences will be permitted on any Lot in the Addition. Plans for all fencing, whether on Lot lines or surrounding patios, pools, barns or other areas of the Lot must be submitted to, and approved by, the Architectural Control Committee prior to the construction thereof. No fence, at any point along the fence, in the Addition shall exceed six feet in height, unless specifically authorized by the Architectural Control Committee. In the approval of the fencing, the Architectural Control Committee shall give consideration to the location, material conformity with neighboring areas, and the obstruction of views. All fencing in the Addition is subject to the setback restrictions for fences as set forth in Article VI, Section 5. The foregoing 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.

5. This section is hereby added to Article VI of the High Pointe

Covenants:

Section 7. Orientation of Residences. All residential dwellings constructed after the date on which these Amendments are filed with the Recorder, including a residential dwelling on a corner Lot, shall face the "front property line" for that Lot, as shown on the plat for that Lot.

6. Article X of the High Pointe Covenants is hereby amended in its entirety to read as follows:

Section 1. Large Pets.

The only large animals that may be kept in the Addition by any person are dogs, cats, and horses (all of which must be of a traditional domesticated breed or a mix or cross thereof), subject to the following limitations:

(a) an Owner shall be permitted to have dogs and cats for non commercial purposes as long as the number and type does not interfere with any other Owner's right to the quiet enjoyment of his property and so long as the dogs and cats are not permitted to trespass any other Lot or any portion of the common properties;

(b) dog kennels shall be located at the rear of the residential dwelling so as to be obscured from public view and from the view of the adjacent Lots;

(c) an Owner shall be permitted to have a horse or horses as long as the Owner has no more than one horse per two and one-half acres of seeded pasture or one horse per five acres of woods.

Section 2. Small Pets

The only small animals that may be kept in the Addition by any person are pets which are purchased from a pet store and which are kept, at all times, in an aquarium or a small cage in the residential dwelling.

Section 3. Other Animals

Except for the specific large and small pets described above, no Owner (or any other person) shall be permitted to keep in or bring into the Addition any type of animal, including but not limited to cattle, pot bellied pigs or other swine, chickens or other fowl, badgers, wolves, coyotes, or bobcats or other wild cats. The

prohibition in the preceding sentence shall apply even if an animal is considered by the Owner (or any other person) to be domesticated or tame. The prohibition in this subsection shall apply to any animal that is a mix or cross of a proscribed animal and a permitted animal, (i.e. wolf dog hybrids).

7. Article XIV ("Gas Lights") of the High Pointe Covenants is hereby deleted in its entirety. No Owner shall be required to install or maintain a gas light, provided however, that gas lights that are damaged or inoperable shall be removed by the Owner.

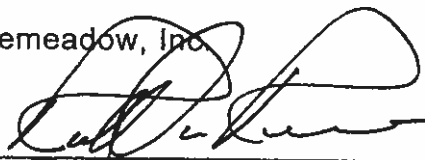
8. These Amendments to the High Pointe Covenants and the Subdivision Amendments shall be binding on all of the Owners of all of the Lots in all of the Subdivisions; shall run with the land for the period of time set forth in the High Pointe Covenants; and shall be binding upon Pinemeadow, Inc and all future owners of all of the Lots in all of the Subdivisions.


9. In the event of a conflict between the terms of any covenant contained in these Amendments and the terms of a covenant contained in the High Pointe Covenants, Subdivision Amendments or 2000 Amendments, the covenants contained herein shall prevail. Except as expressly amended herein, the High Pointe Covenants, the Subdivision Amendments and the 2000 Amendments shall remain in full force and effect.

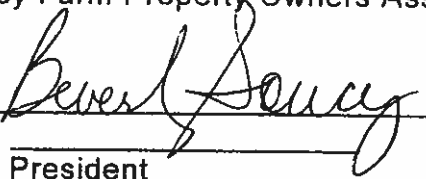
10. The President and Secretary of the Riley Farm Property Owners Association are hereby authorized to file a memorandum of this Amendment with the Sebastian County Circuit Clerk.


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IN WITNESS WHEREOF, the undersigned have executed this
Amendment to be effective on the day and date first above written.

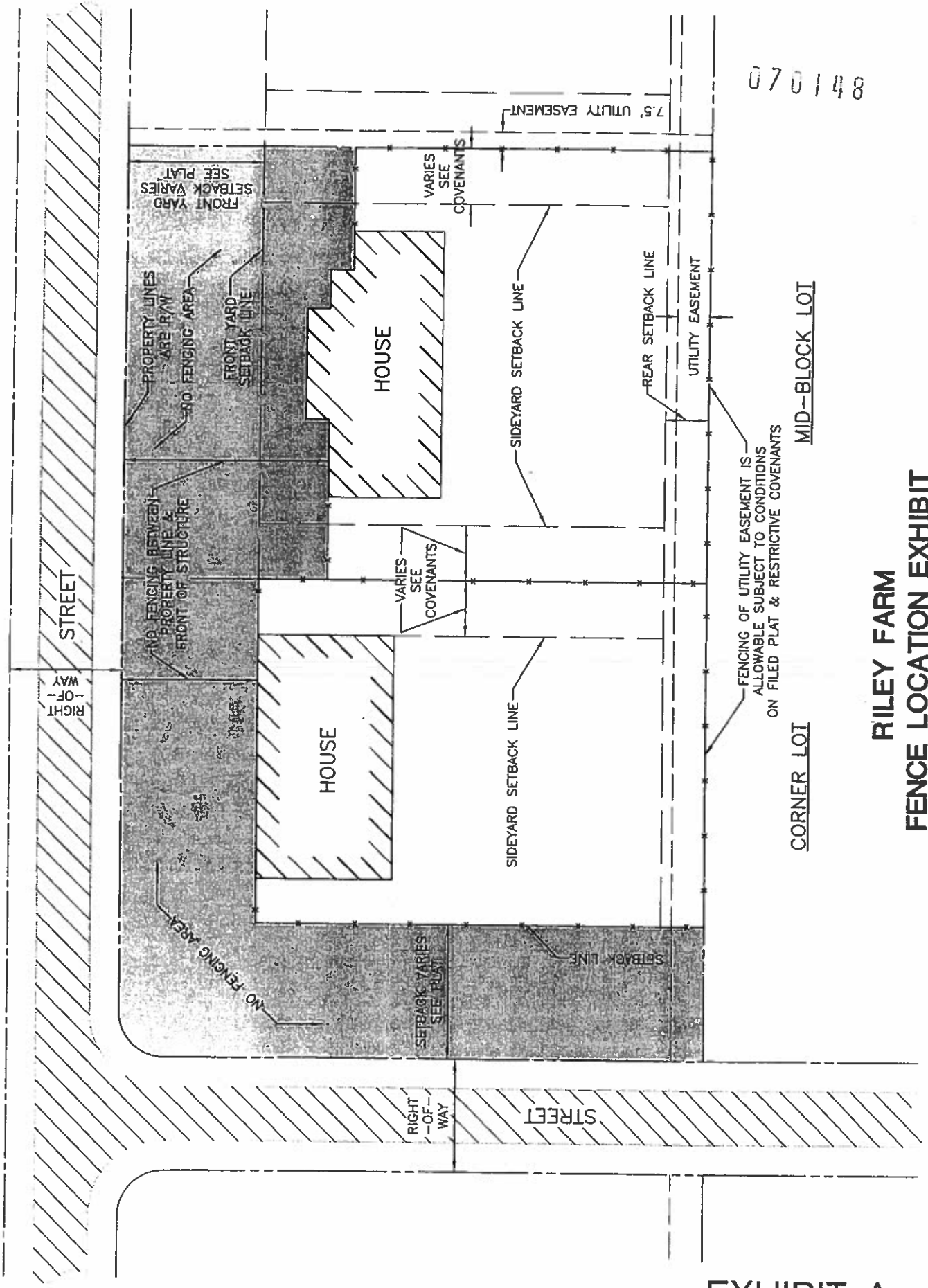
Pinemeadow, Inc.

By: Ronald W. Rouse
Its: President

ATTEST:

Secretary
(SEAL)

Riley Farm Property Owners Association, Inc.

By: _____
Its: President

ATTEST:

Secretary
(SEAL)

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CORNER LOT MID-BLOCK LOT

FENCING OF UTILITY EASEMENT IS ALLOWABLE SUBJECT TO CONDITIONS ON FILED PLAT & RESTRICTIVE COVENANTS

RILEY FARM FENCE LOCATION EXHIBIT

December, 2005

EXHIBIT A