

Highlands Addition

**AMENDMENT TO PROTECTIVE COVENANTS AND BILL OF ASSURANCE**

WHEREAS, on the 19th day of October, 1998 the undersigned, Pinemeadow, Inc. ("the Developer"), filed certain protective covenants and bill of assurance ("<sup>Highlands</sup>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 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 7th day of May, 1999 the Developer filed a plat ("Highlands plat") for a new subdivision, known as the Highlands on Riley Farm ("Highlands Addition"), which was filed as plat 1580 of the records of the Sebastian County Circuit Clerk;

WHEREAS, the Developer desires to amend the High Pointe covenants not only to include and to cover the Highlands Addition but also to impose some covenants on the Highlands Addition which are not be 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, the Developer imposes on lots 1 through 31 of the Highlands 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.

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*Pinemeadow Inc. P. O. Box 108547 City 72918*

2. With respect to the Highlands Addition only:
  - (a) each single family residential dwelling ("residence") shall have a minimum of 2,500 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 \$150,000.00;
  - (c) the setbacks for residences and other structures ("building setback lines") shall be as shown on the Highlands plat and as provided in Article IV, Section 5 of the High Pointe covenants.
  - (d) In addition to the setbacks described in the forgoing subparagraph there shall be a building setback of 25 feet between a residence or structure on a lot and the property line of any adjoining lot(s). (One purpose of this restriction, among others, is to ensure that the residence or structures on one lot are at least 50 feet from the residence or structures of an adjoining lot);
  - (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 from the side property line to the side property line) and the front property line as shown on the Highlands plat. (One purpose of this restriction, among others, is to prevent the installation of a fence in the front yard of any lot);
  - (f) With respect to the corner lots (lots 1, 2, 7, 14, 15, 29, 30 and 31) no fence will be erected on any portion of the rear or side yard of a residence that lies between the building setback line and the side property line, both as shown on the Highlands plat. (One purpose of this restriction, among others, is to prevent the installation of a fence near the street in the rear and side yards of any corner lot);
  - (g) 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.
  - (h) no septic field shall be installed or maintained on any lot;

3. As provided in Article II of the High Pointe covenants every owner of a lot in the Highlands 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 "Highlands covenants") shall run with the land (Highlands 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 Highlands Addition. The Highlands covenants are for the benefit of and are limitations upon the Developer and all future owners of the lots in the Highlands Addition (and the High Pointe, Southfield and Woodlands Additions) and have been designated as such in order to provide for an orderly development of the Highlands Addition (and the High Pointe, Southfield and Woodlands Additions) and for the purpose of making the Highlands Addition (and the High Pointe, Southfield and Woodlands 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 Highlands Addition (or the High Pointe, Southfield or Woodlands Additions) to initiate any proceedings at law or in equity against parties or person violating or attempting to violate any of the Highlands covenants (or the High Pointe, Southfield or Woodlands 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 Highlands Addition (or the High Pointe, Southfield or Woodlands Additions), either individually or collectively. The invalidation of any one of the Highlands covenants (or any of the High Pointe, Southfield or Woodlands 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 10 day of May, 1999.

"DEVELOPER"

PINEMEADOW, INC.

By:   
President

ATTEST:

  
Secretary

(SEAL)

CERTIFICATE OF RECORD

STATE OF ARKANSAS  
County of Sebastian

} ss.

Fort Smith District

Nancy Brewer, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on 5-10-99 at 1:27 AM/PM, and the same is now duly recorded with acknowledgment. Micro-Film Reel No. 682 page 214.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the above date.

Nancy Brewer, Circuit Clerk

By [Signature]  
Deputy Clerk

