

Highlands on Riley Farm,
Lots 32-61

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Doris Tate, County Clerk and Recorder



PROTECTIVE COVENANTS AND BILLS OF ASSURANCE
September 12, 2001

WHEREAS, on the 19th day of October, 1998 the undersigned, Pinemeadow, Inc. ("the Developer"), filed protective covenants and bills of assurance ("original High Pointe covenants") on a platted subdivision, known as High Pointe on Riley Farm Addition ("High Pointe Addition");

WHEREAS, the original 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 original 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 original High Pointe covenants to include and to cover the Southfield on Riley Farm subdivision ("Southfield Addition") (Book 558 at page 1985); the Woodlands on Riley Farm subdivision ("Woodlands Addition") (Book 668 at page 1987); the Highlands on Riley Farm subdivision ("Highlands Addition") (Book 668 at page 214); the Cedar Glen subdivision ("Cedar Glen Addition") (Document #7000930); the Valley View subdivision ("Valley View Addition") (Document # 7007469); and the Maple Park on Riley Farms, Lots 20-34 ("Maple Park Addition") (Document # 7010651);

WHEREAS, on September 1, 2000 the owners of two-thirds of the lots in all of the foregoing additions amended the original High Pointe covenants, which amendment was filed on June 20, 2001 as Document #7046071 of the records of the Circuit Clerk of Sebastian County, Fort Smith District (The original High Pointe covenants, as amended by the September 1, 2000 amendments, are hereinafter referred to as the "High Pointe covenants");

WHEREAS, on September 11, 2001, the Developer filed a plat for a new subdivision, known as the Highlands on Riley Farm, Lots 32-61 and a re-plat of Lot 19 of the Highlands Addition ("Highlands No. 2 Addition"), which was filed as Plat # 1684 of the Records of the Circuit Clerk of Sebastian County, Fort Smith District (The plat for the Highlands on Riley Farm - Lots 32-61 and the replat of the Highlands - Lot 19 is hereinafter referred to as the "Highlands No. 2 Plat");

WHEREAS, the Developer desires to amend the High Pointe covenants not only to include and to cover the Highlands No. 2 Addition but also to impose some covenants on the Highlands No. 2 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 the lots in the Highlands No. 2 Addition (Lots 32 - 61 and the replat of Lot 19 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.

2. With respect to the Highlands No. 2 Addition only:

- (a.) The lots in the Highlands No. 2 Addition shall be used only for the construction of single family residential dwellings. Each single family residential dwelling ("residence") shall have a minimum of 3,000 square feet of heated space, exclusive of the garage, and each dwelling shall have an attached two car garage.
- (b) The front yard setback for the residence and all other structures (including fences) for all lots shall be the same as the "front yard setback line", as shown on the Highlands No. 2 Plat.
- (c) The building setback restrictions in this subparagraph shall apply to the residences and all other structures on all of the lots. The setback restrictions contained in this subparagraph shall not apply to fences, which are covered in subparagraph 2(d).
 - (1) The front yard setback shall be the same as the "front yard setback line", as shown on the Highlands No. 2 Plat.
 - (2) The sideyard setback on the corner lots (Lots 19a, 42, 61, 60, 45 and 52) for the sideyard adjacent to the street shall be the same as the "sideyard setback line", as shown on the Highlands No. 2 Plat.
 - (3) The sideyard setback on all other lots (and the corner lot sideyards which are not adjacent to a street) shall be 25 feet. (One purpose of this restriction, among others, is to insure that there is at least 50 feet between the residences or other structures on adjoining lots.)
 - (4) The rear yard setback shall be 20 feet from the rear property line.
- (d) The fence restrictions in this subparagraph shall apply to all of the lots.
 - (1) 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 one side property line to the other side

property line) and the front property line. (One purpose of this restriction, among others, is to prevent fences from being erected in the front yard of any lot).

- (2) No fence may be constructed on a corner lot between the "sideyard setback line" and the street side property line, both as shown on the Highlands No. 2 Plat. (One purpose of this restriction, among others, is to prevent fences from being constructed between the "sideyard setback line" and the street on corner lots).
 - (3) Except as expressly stated herein, Section 6 of Article 6 of the High Pointe covenants shall apply to any fence constructed or installed in the Addition.
 - (4) 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.
- (e) A residence, including a residence on a corner lot shall face the "front setback line" for the lot, as shown shown on the Highlands No. 2 Plat.
 - (f) No septic tank or septic tank 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 No. 2 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 No. 2 Addition covenants") shall run with the land (Highland No. 2 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 Highland No. 2 Addition. The Highland No. 2 Addition covenants are for the benefit of and are limitations upon the Developer and all future owners of the lots in the Highlands Addition No. 2 (and the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park and Riley Farm Estates Additions) and have been designated as such in order to provide for an orderly development of the Highlands No. 2 Addition (and the High Pointe, Southfield, Woodlands, Highlands; Cedar Glen, Valley View, Maple Park and Riley Farm Estates Additions) and for the purpose of making the Highlands No. 2 Addition (and the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park, Riley Farm Estates Additions, and Highlands No. 2 Addition) 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 No. 2 Addition (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park and Riley Farm Estates Additions) to initiate any proceedings at law or in equity against the parties or person violating or attempting to violate any of the Highlands No. 2 Addition covenants (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park and Riley Farm Estates 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 No. 2 Addition (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park and Riley Farm Estates Additions), either individually or collectively. The invalidation of any one of the Highlands No. 2 Addition covenants (or any of the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park and Riley Farm Estates covenants) by a court order shall not invalidate any of the other provisions which shall remain in full force and effect.

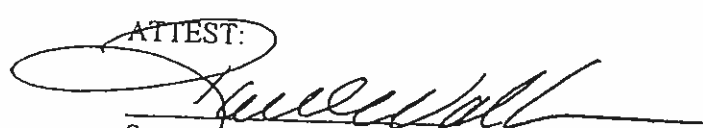
IN WITNESS WHEREOF, Pinemeadow, Inc., being the Developer herein, has caused this instrument to be executed by its President and Secretary, this 12th day of September, 2001.

"DEVELOPER"

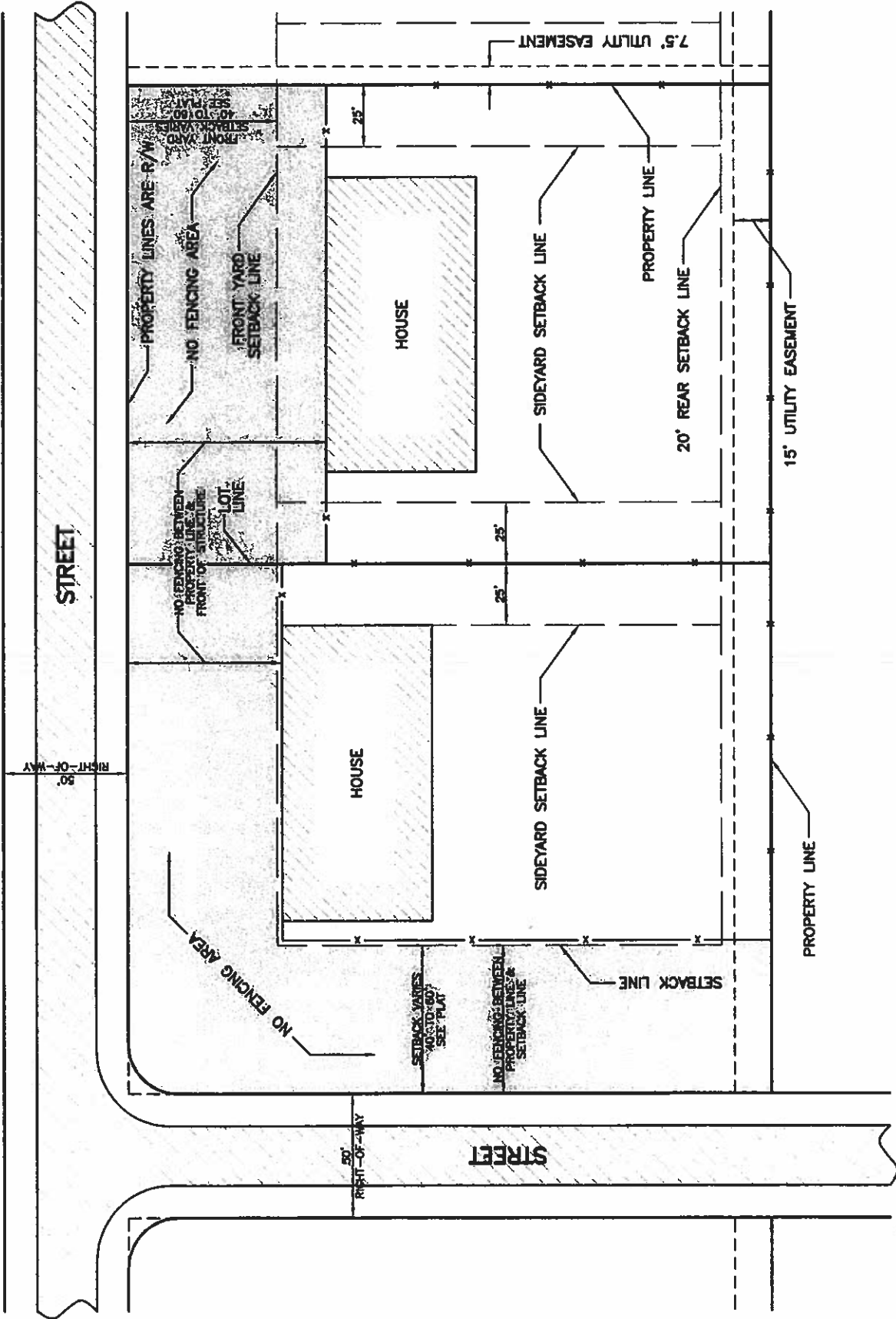
PINEMEADOW, INC.

By: 
President

ATTEST:


Secretary

(SEAL)



SCALE: 1"=60'

FENCE LOCATION EXHIBIT

THE HIGHLANDS ON RILEY FARM
AUGUST, 2001