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Doris Tate, County Clerk and Recorder



Riley 1st Amendment Covenants

AMENDMENT TO PROTECTIVE COVENANTS AND BILLS OF ASSURANCE
September 1, 2000

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;

WHEREAS, Pinemeadow, Inc. subsequently amended the High Pointe covenants to cover the Southfield on Riley Farm Addition, the Woodlands on Riley Farm Addition, the Highlands on Riley Farm Addition, the Cedar Glen on Riley Farm Addition, the Valley View on Riley Farm Addition and Lots 20 through 34 of the Maple Park on Riley Farm Addition and to impose certain protective covenants and bills of assurance specific to each of these Additions;

WHEREAS, the undersigned, as owners of more than two-thirds of the lots in all of the foregoing Additions, desire to amend the High Pointe covenants, pursuant to Article II, Section 3;

MASTER

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT:

1. The following covenant is hereby added to Article VI, Section 1

(Residential Lots”):

No portable, pre-fabricated or modular residential dwelling shall be placed or erected on any lot.

2. Because of a clerical mistake there are two sections in Article VI with the number “3”. The second section dealing with “Detached Structures” is hereby renumbered Section 3A.

3. The first sentence of Article VI, Section 3 (“Garages and Vehicles”) is hereby amended to read as follows:

All residences constructed in the Addition shall have a private garage to accommodate a minimum of two vehicles.

4. The following covenant is hereby added to Article VI, Section 3 (“Garages and Vehicles”):

No carport shall be constructed on any lot in the Addition.

5. The first sentence of Article VI, Section 3A (“Detached Structures”) is hereby amended to read as follows:

Any detached structure to be built on a lot, such as a covered entertainment area, garage, guesthouse, barn, or storage building, shall conform to the design and style of the dwelling and the plans for any such structure must be submitted to the Architectural Control Committee for approval prior to construction as provided in this Article.

6. The following covenant is hereby added to Article VI, Section 3A (“Detached Structures”):

No portable, pre-fabricated or modular storage building or other detached structure shall be erected or placed on any Lot unless: (a) it is set on a permanent foundation; (b) it has an external facade and roof conforming to the design and style of the dwelling; and (c) the plans for the building or structure (including the plans for the roof and external facade) are approved by the Architectural Control Committee prior to erection or placement on the lot.

7. The second sentence of Article VI, Section 4 (“Temporary Structures And Recreational Vehicles”) is amended to read as follows:

No trailer, tent or construction shack shall be erected or placed on any lot in the addition, except for temporary use by construction contractors for a reasonable period of time and only in such location and for such time as may be designated by the Architectural Control Committee.

8. The following section is hereby added to Article VI:

Section 7. Swimming Pools No above ground swimming pool shall be constructed, installed or placed on any lot, either temporarily or permanently, provided however, that this covenant shall not prohibit the use of small above ground children’s wading pools which are less than 2 feet in height. Any such above ground children’s

wading pool must be located at the rear of the residence and must be stored when not in use.

9. The plat for the Woodlands on Riley Farm Addition reflects that there is a thirty (30) foot access easement between Lots 10 and 11 extending to a lift station. The undersigned hereby agree that said access easement is not a public road and shall only be used for ingress and egress by: (a) the owners of Lot 10 and 11; and (b) public franchise utilities and emergency vehicles for service to the lots developed by Pinemeadow, Inc. on the track that adjoins the Woodland Addition and which is more particularly described as follows:

A part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) and a part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 24, Township 7 North, Range 32 West, Fort Smith, Sebastian County, Arkansas. More particularly described as follows: Commencing at the Northwest (NE) corner of the NW ¼ of the NE ¼ of said Section 24 said point also being the NE corner of THE WOODLANDS on RILEY FARM, as filed for record October 16, 1998; thence S02°34'17"W, 287.22 feet along the east line of said THE WOODLANDS on RILEY FARM, thence S03°53'45"W, 232.83 feet along said east line; thence S03°37'57"W, 807.90 feet along said east line to the north line of said SW ¼ of the NE ¼ and the POINT OF BEGINNING: thence S87°16'17"E, 1337.27 feet along the north line of said SW ¼ of the NE ¼ and along the north line of said SE ¼ of the NE ¼ of the NE corner of said SE ¼ of the NE ¼; thence S02°29'08"W, 663.50 feet along the east line of said SE ¼ of the NE ¼ to the NE corner of the proposed THE HIGHLANDS on RILEY FARM - Lots 32 thru 61; thence N69°32'34"W, 224.52 feet along the northerly line of said THE HIGHLANDS on RILEY FARM; thence N58°12'39"W, 195.36 feet along said northerly line; thence N88°36'33"W, 223.20 feet along said northerly line to the NW corner of Lot 35 of said THE HIGHLANDS on RILEY FARM; thence N88°36'18"W, 38.98 feet to the NE corner of Lot 34 of said THE HIGHLANDS on RILEY FARM; thence S74°05'36"W, 201.31 feet along said northerly line; thence S80°40'04"W, 155.24 feet along said northerly line; thence N84°42'54"W, 154.87 feet along said northerly line to the easterly line of THE HIGHLANDS on RILEY FARM -- Lot 1 thru 31, as

filed for record May 7, 1999; thence NO7°14'31"E, 25.45 feet along said east line to the NE corner of said THE HIGHLANDS on RILEY FARM -- Lots 1 thru 31; thence N79°30'00"W, 208.36 feet along the northerly line of said THE HIGHLANDS on RILEY FARM -- Lots 1 thru 31 to the SE corner of said THE WOODLANDS on RILEY FARM; thence NO3°37'57"E, 542.79 feet along the east line of said THE WOODLANDS on RILEY FARM to the POINT OF BEGINNING. Containing an area of 755,278 square feet or 17.34 acres more or less.

10. The foregoing amendments to the High Pointe covenants shall be binding on the owners of the lots in the High Pointe on Riley Farm Addition, Southfield on Riley Farm Addition, Woodlands on Riley Farm Addition, Highlands on Riley Farm Addition, Cedar Glen on Riley Farm Addition, Valley View on Riley Farm Addition and Lots 20 through 34 of the Maple Park Addition, 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 the lots in said Additions.

11. 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.

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

"DEVELOPER"

PINEMEADOW, INC.

By: 
President

ATTEST:

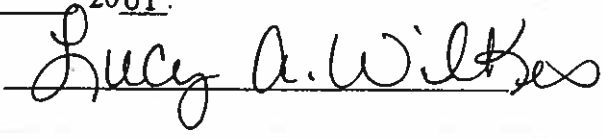

Secretary
(SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF SEBASTIAN)

On this 20 day of June 2001, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of Sebastian, Arkansas, appeared in person Ronald W. Rouse and Paul R. Walker to me personally well known, and stated that they were the President and Secretary of Pinemeadow, Inc., a corporation, whose name appears upon the within and foregoing instrument, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20 day of June 2001.



Commission Expires:
10/1/2001

LUCY A. WILKES
NOTARY PUBLIC
STATE OF ARKANSAS
CRAWFORD COUNTY
EXPIRES 10/1/01