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Southfield Addition

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*Southfield*

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

WHEREAS, on the 19<sup>TH</sup> day of OCTOBER, 1998 the undersigned, Pinemeadow, Inc. ("the Developer"), filed certain protective covenants and bill of assurance ("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 plat records of the Circuit Clerk of Sebastian County, 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, on the 15<sup>th</sup> day of October, 1998 the Developer filed a plat for a new subdivision, known as Southfield on Riley Farm ("Southfield Addition"), which plat was filed as number 1547 of the records of the Sebastian Circuit Clerk, Fort Smith District;

WHEREAS, the Developer desires to amend the High Pointe covenants to include and to cover the Southfield Addition;

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT:**

1. Subject to paragraph 2, the Developer imposes on lots 1 through 65 of the Southfield 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 Southfield Addition only: (a) each single family residential dwelling shall have a minimum of 1800 square feet of heated space, exclusive of the garage; (b) no residential dwelling shall be constructed on any lot at a cost of less than \$90,000.00; (c) the front setback for a residence and the side setback for a residence on a corner lot shall be as shown on the Southfield plat; (d) no fences shall be erected on any portion of a lot between the front building line and the front property line. (In other words, no fences shall be erected on or in the front yard of any lot); and (e) 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 Southfield Addition shall automatically be (and must remain) and shall have all of the rights of a member of the Riley Farm Property Owners Association.

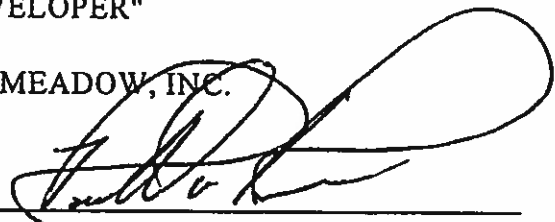
4. The High Pointe covenants and the covenants contained in paragraph 2 (hereinafter collectively referred to as the "Southfield covenants") shall run with the land for the period of time set forth in the High Pointe covenants and shall be binding upon the Developer and all future owners of the lots in the Southfield Addition. The Southfield covenants are for the benefit of and are limitations upon the Developer and all future owners of the lots in the Southfield Addition (and the High Pointe Addition) and have been designated as such in order to provide for an orderly development of the Southfield Addition (and the High Pointe Addition) and for the purpose of making the Southfield Addition (and the High Pointe 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 Southfield Addition (or the High Pointe Addition) to initiate any proceedings at law or in equity against parties or person violating or attempting to violate any of the Southfield covenants (including the High Pointe 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 said Southfield Addition (or the High Pointe Addition), either individually or collectively. The invalidation of any one of the Southfield covenants (including any of the High Pointe 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, the day and date first above written.

"DEVELOPER"

PINEMEADOW, INC.

By:   
President

ATTEST:

  
Secretary

(SEAL)