

Sounfield Addition,
Lots 67-113

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Doris Tate, County Clerk and Recorder

PROTECTIVE COVENANTS AND BILLS OF ASSURANCE
November 30, 2001

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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, subsequently, the Developer amended the High Pointe covenants to include and to cover the Highlands on Riley Farm Lots 32-61 subdivision ("Highlands No. 2 Addition" (Document # 7052510) and the Highlands on Riley Farm Lots 62-113 subdivision ("Highlands No. 3 Addition") (Document # 7058857);

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WHEREAS, on November 29, 2001, 2001, the Developer filed a plat for a new subdivision, known as the Southfield on Riley Farm, Lots 67-113 and Tract A ("Southfield No. 2 Addition"), which was filed as Plat # 1376B of the Records of the Circuit Clerk of Sebastian County, Fort Smith District ("Southfield No. 2 plat");

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WHEREAS, the Developer desires to amend the High Pointe covenants not only to include and to cover the Southfield No. 2 Addition but also to impose some covenants on the Southfield No. 2 Addition which are not included in or which are different from the High Pointe covenants;



Certificate of Record - Fort Smith District of Sebastian County, Arkansas

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Doris Tate, County Clerk and Recorder

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NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT:

1. Subject to paragraph 2 herein, the Developer imposes on the Southfield No. 2 Addition (Lots 67-113 and Tract A) 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 No. 2 Addition only:

- (a) Lots in the Southfield No. 2 Addition shall be used only for the construction of single family residential dwellings. Each single family residential dwelling shall have a minimum of 1800 square feet of heated space, exclusive of the garage, and each residence shall have an attached two car garage.
- (b) No residence shall be constructed on any lot at a cost (actual cost of construction of just residence) of less than \$90,000.00;
- (c) The side yard setbacks for residences and other structures ("side building setback lines") shall be ten (10) feet for all lots, except that the street side (exterior) setback for corner lots 80 and 97 shall be thirty (30) feet and the street side (exterior) setback for corner lot 113 and Tract A shall be forty (40) feet;
- (d) The rear yard setbacks for residences and other structures ("back building setback lines") for all lots shall be as permitted under the zoning ordinances of the City of Fort Smith;
- (e) The front yard setbacks for residences and other structures ("front building setback lines") for all lots shall be as shown on the Southfield No. 2 plat;
- (f) There is a natural gas well and associated pipelines and improvements located on Tract A. This tract is subject to any lease, license or easement regarding said well and associated pipelines and improvements. This tract is also subject to any federal, state or local rules or regulations regarding said well and associated pipelines and improvements;
- (g) 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 Southfield No. 2 plat. (One purpose of this restriction, among others, is to prevent the installation of a fence in the

front yard of any lot);

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- (h) No fence may be constructed on Lots 80, 97, Lot 113 and Tract A between the side yard setback line and the side yard property line, both as shown on the Southfield No. 2 plat. (One purpose of this restriction, among others, is to prevent fences from being constructed between the "side yard setback line" and the street on corner lots.)
 - (i) Except as expressly stated herein, Section 6 of Article VI shall apply to any fence constructed or installed in the Southfield No. 2 Addition.
 - (j) Certain portions of Lots 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105 and 106 are subject to a drainage and conservation easement as shown on the Southfield No. 2 plat. Only trees and vegetation which is diseased, dead or have a caliper of less than three inches may be removed from the easement. No structure, except a fence, may be constructed, erected or placed in or on the easement. Any fence constructed in the easement shall not impede or obstruct the flow or discharge of storm water in, to or from the easement.
 - (k) Residences, including a residence on a corner lot, shall face the "front setback line" for the lot, as shown on the Southfield No. 2 plat.

3. As provided in Article II of the High Pointe covenants every owner of a lot in the Southfield 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 "Southfield No. 2 Addition covenants") shall run with the land (Southfield 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 (including Tract A) in the Southfield No. 2 Addition. The Southfield No. 2 Addition covenants are for the benefit of and are limitations upon the Developer and all future owners of the lots (including Tract A) in the Southfield No. 2 Addition (and the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park, Highlands No. 2 and Highlands No. 3 Additions) and have been designated as such in order to provide for an orderly development of the Southfield No. 2 Addition (and the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park, Highlands No. 2 and Southfield No. 2 Additions) and for the purpose of making the Southfield No. 2 Addition (and the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park, Highlands No. 2 and Highlands No. 3 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 Southfield No. 2 Addition (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park, Highlands No. 2 and Highlands No. 3 Additions) to initiate any proceedings at law or in equity against the parties or person violating or attempting to violate any of the Southfield No. 2 Addition covenants (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park, Highlands No. 2 and Highlands No. 3 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 Southfield No. 2 Addition (or the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park, Highlands No. 2 and Highlands No. 3 Additions), either individually or collectively. The invalidation of any one of the Southfield No. 2 Addition covenants (or any of the High Pointe, Southfield, Woodlands, Highlands, Cedar Glen, Valley View, Maple Park, Highlands No. 2 or Highlands No. 3 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 30 day of November, 2001.

"DEVELOPER"

PINEMEADOW, INC.

By: 
President

ATTEST:


Secretary

(SEAL)