



*Woodlands*

**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 16<sup>th</sup> day of OCTOBER, 1998 the Developer filed a plat for a new subdivision, known as The Woodlands on Riley Farm ("Woodlands Addition"), which plat was filed as number 1549 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 Woodlands Addition;

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

1. Subject to paragraph 2, the Developer imposes on lots 1 through 25 of the Woodlands 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 Woodlands Addition only: (a) each single family residential dwelling shall have a minimum of 2500 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 \$150,000.00; (c) all setbacks for residences shall be as shown on the Woodlands 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 installed or constructed 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 Woodlands 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

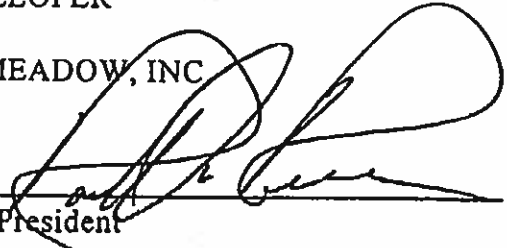
(hereinafter collectively referred to as the "Woodlands covenants") shall run with the land (Woodlands Addition) for the period of time set forth in the High Pointe covenants and shall be binding upon the Developer and all future owners of the lots in the Woodlands Addition. The Woodlands covenants are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

ACKNOWLEDGMENT

BOOK 668 PAGE 1989

STATE OF ARKANSAS )  
  )  
  ) SS  
COUNTY OF SEBASTIAN )

On this 16<sup>th</sup> day of October, 1998, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County of Sebastian, Arkansas, appeared in person Ronald Rouse and Paul 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 16<sup>th</sup> day of October, 1998.



Commission Expires:

John A. Rouse

CERTIFICATE OF RECORD

STATE OF ARKANSAS  
County of Sebastian

} ss.

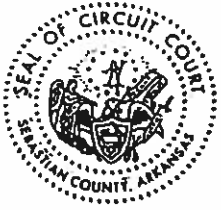
Fort Smith District

I, 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 OCT 19 1998 at 3:15 AM/PM, and the same is now duly recorded with acknowledgment. Micro-Film Reel No. 668 Page 1966.

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



Ret. to:  
Barry C. Atwood  
Box 1908  
City 72902