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ADOPTED June 22, 2015

OSAGE HILLS PROPERTY OWNERS ASSOCIATION
RESTRICTIONS, COVENANTS AND CONDITIONS

IT IS MUTUALLY AGREED by and between a majority of the Osage Hills property owners that the property contained in the Osage Hills Subdivision is subject to the following applicable restrictions, covenants, conditions and reservations, which shall be binding on all property owners and all persons claiming under them, to-wit:

(1) All tracts shall be used solely for recreational or residential purposes. No tract shall be used for business or commercial purposes of maintaining and conducting Osage Hills Property Owners Association business.

(2) No tract shall be subdivided.

(3) No building other than a single family residence containing not less than six hundred (600) square feet shall be erected or constructed on any residential tract and no garage may be erected except simultaneously with or subsequent to erection of residence. All buildings must be completed not later than six (6) months after laying foundation. No temporary structures, house trailers or campers of any kind may be moved on to the property without prior written approval of the Osage Hills Property Owners Association Board of Directors, its successors, assigns or designees. Servants quarters and guest houses maybe constructed to the rear of the permanent residence. All buildings must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove post or piers from outside view.

(4) No improvement shall be erected or constructed on any tract nearer than fifty (50) feet to the front property line nor nearer than five (5) feet to the side of property line.

(5) No building or structure shall be occupied or used until the exterior thereof is completely finished in accordance with paragraph three (3) above and any structure or part thereof shall be finished to a neat appearance with not less than two (2) coats of paint, stain or waterproof sealer. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the state and local departments of health. No removal of trees nor excavation of any other material other than for landscaping, construction of buildings, driveways, etc., will be permitted.

(6) No building or structure shall be erected or constructed on any tract until the building plans, specifications, plot plans and external design have first been approved in writing by Osage Hills Property Owners Association Board of Directors.

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(7) An assessment of Eighty Dollars (\$80.00) annually per tract owner, shall run against each tract in the Osage Hills Subdivision for Maintenance, operating and improvement costs of the Osage Hills Subdivision by the Osage Hills Property Owners Association. A majority vote of the Board of Directors of the Osage Hills Property Owners Association with respect to the use and expenditure of such funds shall be conclusive as to how such funds shall be used. The operating books, records, covenants, restrictions, and by-laws of the Osage Hills Property Owners Association shall be made available for inspection to each property owner. Such assessment shall be on each tract respectively and shall be payable to the Osage Hills Property Owners Association 96 Osage Hills Lake Lane, Smithville, Arkansas 72466, on the 1st day of July of each fiscal year commencing July, 2015, or to such other person as the Osage Hills Property Owners Association may designate by instrument filed of record in the Office of the County Clerk of Sharp County, Arkansas. Any annual tract assessment not paid in full to the Osage Hills Property Owners Association within ninety (90) days after the due date shall give reason and /or cause to the Osage Hills Property Owners Association to take any appropriate legal action to secure such assessment including but not limited to a lien on said tract. If not paid in ninety (90) days owners loses all right hunt or fish in Osage Hills except their own property.

In cases where one owner owns more than one tract, there will be an assessment of Forty Dollars (\$40.00) for each tract; provided, however, that if such an owner should sell one or more of his tracts to a party who therefore did not own property, then said tract or tracts so transferred shall thereafter be subject to the lien provided herein.

(8) No noxious, offensive, unlawful or immoral use shall be made of the premises.

(9) No hogs or goats of any kind shall be raised, bred or kept on any tract.

(10) All covenants and restrictions shall be binding upon the property owner or his successors, heirs, or assigns, said covenants and restrictions are for the benefit of the entire property.

(11) The Osage Hills Property Owners Association reserves to itself, its successors and assigns an easement or right-of-way over a strip along the sides, front and rear boundary lines of the tracts within the Osage Hills Subdivision for the purpose of installation or maintenance of public utilities including but not limited to gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tract with no obligation to the Osage Hills Property Owners Association to supply such services.

(12) All tracts are subject to easements and restrictions of record and are subject to any applicable zoning rules and regulations.

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(13) No tract shall be used or maintained as a dumping ground for rubbish or non-operating automobiles or appliances. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No junk or wrecking yards shall be located on any tract. Material of any kind stored on said property shall be arranged in an orderly manner on the rear one-third of said property, shall be properly covered, and shall be allowed only so long as the Osage Hills Property Owners Association in its sole judgment deems such storage to be in the best interest of the property.

BY-LAWS FOR HUNTING AND FISHING

- (1) All hunting and fishing rules, regulations, and limits to correspond with Arkansas Game & Fish.
- (2) No four-wheelers or ATVs allowed in woods or on right-of-ways from October 1st through March 1st except to retrieve deer. ATVs may be used to fill feeders between 10:00 a.m. and 2:00 p.m.
- (3) It is not permitted to shoot from or across any road in Osage Hills.
- (4) No permanent deer stands on anyone's property except your own.
- (5) Property owners have the right to hunt on all tracts that are not posted. If you post your tract you must hunt on yours only.
- (6) Guests must hunt your tract only.
- (7) All owners are responsible for their guests at all times.
- (8) No stands within 50 feet of road.
- (9) No foul, offensive or vulgar language allowed at Park or Lake.
- (10) No wake on Lake (trolling motors preferred).

THESE RESTRICTIONS ARE TO RUN WITH THE LAND UNTIL JUNE 1, 2025; PROVIDED, HOWEVER, THAT A MAJORITY OF THE RECORD OWNERS OF TRACTS OF THE OSAGE HILLS PROPERTY OWNERS ASSOCIATION SHALL HAVE THE POWER THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO EXTEND THIS COVENANT FOR SUBSEQUENT TEN (10) YEAR PERIODS FROM AND AFTER JUNE 1, 2025.

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INVALIDATION OF ANY ONE OF THESE COVENANTS OR RESTRICTIONS BY JUDGEMENT OF ANY COURT SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

OSAGE HILLS PROPERTY OWNERS
ASSOCIATION

By: Erma Brown
Erma Brown, Secretary/Treasurer
Board of Trustees

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
COUNTY OF SHARP)

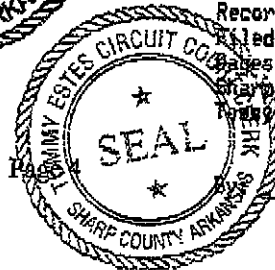
BEFORE ME, a Notary Public in and for said county and state duly commissioned, qualified and acting, on this 22nd day of June, 2015, personally appeared within named Erma Brown, to me personally known, who stated that she was the Secretary/Treasurer of the Board of Trustees of the Osage Hills Property Owners Association and is duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said Osage Hills Property Owners Association, and further stated and acknowledged that she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of June, 2015.



Kimberly Graddy
Notary Public

My Commission expires:
3/9/18



CERTIFICATE OF RECORD
Record Book
Filed: 06/22/2015 10:33 am
Pages: 4 (08815-08818)
Sharp County Arkansas
Estes Circuit Clerk & Recorder

[Signature] D.C.