

Protective Covenants  
Fisher's Nook Subdivision  
Sevier County, Arkansas  
3-14-07

2007 393  
Recorded in the Above  
Deed Book & Page  
03-15-2007 02:57:50 PM  
Laurie Green - Circuit Clerk  
Sevier County, AR

KNOW ALL BY THESE PRESENTS:

WHEREAS, Reynolds Forestry Consulting - RFC, Inc. and Richard and Jennifer Heineman (husband and wife) and Steven and Vanetta Downs (husband and wife) and Aaron and Rebekah Welch (husband and wife) (hereinafter, Owner) have caused certain lands owned by them to be platted into a subdivision known as Fisher's Nook Subdivision in Sevier County, Arkansas, and the plat thereof appears of record in the office of the Recorder of Sevier County, Arkansas, in Plat Book 2007 at Page 12; and,

WHEREAS, Owner desires to provide for the use of property for the highest of residential uses and to restrict its uses as such;

NOW THEREFORE, Owner hereby adopts the covenants stated herein and agree that the stated covenants shall apply to all of the property now platted as Fisher's Nook Subdivision in Sevier County, Arkansas, as covenants running with the land:

ARTICLE I  
Homeowners Association

1. For the purpose of maintaining areas to be used in common with some or all of the residents and owners of property in the subdivision, the streets, the street lights, drainage, landscaping and such other activities and undertakings as may be for the general use and benefit of owners and residents of the property, each and every lot owner, in accepting a conveyance of any lot in this subdivision, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the Fisher's Nook Home Owners Association, a non-profit corporation.
2. LIEN FOR MEMBERSHIP DUES: All owners of property in the Subdivision shall pay the required dues to the Home Owners Association promptly when the same become due, and in the event of failure to pay the same by March 1st of any given year, such dues shall constitute a lien upon the property owned by such owner in the Subdivision and the same may be enforced in equity as in the case of any lien foreclosure authorized in the State of Arkansas.
3. All delinquent dues and special assessments shall bear interest at the rate of ten percent (10%) per annum from the date the same become due until they are paid, and the association shall be entitled to a reasonable fee for its attorneys when their services become necessary to collect any delinquent dues and special assessments, all of which shall be a part of the lien for dues.
4. SUBORDINATION OF LIEN FOR MEMBERSHIP DUES: The liens herein retained for membership dues to the Home Owners Association are hereby made expressly inferior and subordinate to valid and bona fide mortgages and deeds of trust or retained vendor's liens securing obligations of owners of any of the lots in the subdivision up to the time of sale at foreclosure of any such mortgage, deed of trust or vendor's lien and for a period of six (6) months thereafter or until the residence upon such property is occupied, whichever date shall first occur, after which time monthly membership dues shall thereafter accrue as a lien upon such

lot in the identical form and manner as prior to the foreclosure sale of the property involved. This subordination shall be construed to apply not only to the original, but to all successive, mortgages, deeds of trust, and vendor's liens given by property owners to secure obligations, together with all extensions and renewals thereof.

5. **PERSONS BOUND BY THESE COVENANTS:** All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of 30 years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of 10 years unless prior to the end of the original term or any successive term of the application hereof a unanimous vote of the then owners of lots in the subdivision agree to the amendment or removal of these covenants in whole or in part. These covenants may be amended at any time by the unanimous vote of the then owners of lots in the subdivision. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Recorder of Sevier County, Arkansas, duly executed and acknowledged by the requisite number of owners.
6. **RIGHT TO ENFORCE:** The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this subdivision and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of other lots in the subdivision, their heirs, successors and assigns, and with RFC, as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons, or corporations except with respect to breaches committed during its, his or their holding of title to lots in the subdivision. Any owner or owners of lots in this subdivision, or owners, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions hereof which will remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.
7. RFC shall have no obligation to enforce the covenants and conditions of these covenants from and after the date of the appointment of the Board of Directors of the Home Owners Association.

## ARTICLE II

### Division and Modification of Lots

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1. The owner or owners of any lot may combine it with another lot for the purpose of enlarging its size. However, no lot or lots shall be further subdivided so that its size would be made smaller, except upon a unanimous vote of the owners of all lots in the subdivision.

## ARTICLE III

### Residential Use

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any lot other than a single family dwelling, together with a private garage or other out building or barns, whether attached or detached.

2. Conventional Homes: No single story residential structure which has an area of less than 1,600 square feet (heated and cooled) exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lots, and no story-and-one-half, two-story or two-and-one-half residential structure which has a ground floor area less than 1,000 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lots. Regardless of the number of stories, all dwellings must have a minimum of 1,600 square feet. No mobile homes, prefabricated houses or manufactured houses will be permitted on any of said lots (except as allowed in Article V) and no metal buildings will be used as a residence on any of said lots, except aluminum or vinyl siding may be used on the exterior of a residence.
3. Subject to the terms and conditions hereinafter set out, the architecture of homes and/or improvements to and on each of the lots subject to these protective covenants is to be reviewed and approved by the Board of Directors of the Property Owners Association.

#### ARTICLE IV Completion of Construction

1. All construction of any structure shall be completed within two years from the date construction was initiated (unless extension granted by the board).

#### ARTICLE V Temporary Structures

1. Structures of a temporary character or trailer and mobile homes, may be used as a temporary residence on any lot for a period of eight (8) months from the time of construction first begins on a permanent residence. Otherwise, no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or other outbuilding shall be used as a residence.
2. Extensions on the eight month limitation must be granted in writing by the Board of Directors and shall not exceed six (6) months per extension.

#### ARTICLE VI Setback Requirements

1. Other than fences authorized by Article X hereof and wells, no structure of any type, including but not limited to pet pens, TV satellite dishes, or out-buildings shall be located nearer to any property line than eighty (80) feet from the front line or fifty (50) feet from the rear line or thirty (30) feet from side lines. The setback requirements for each lot are specifically set forth on the plat of said subdivision.

#### ARTICLE VII Tree Removal

1. The property described herein is composed principally of wooded lots. It is the intention and desire of the Owner that the lots remain wooded insofar as is practicable, while at the same time allowing the development of property. Therefore, only under the terms and conditions hereinafter set forth can certain trees located on a lot be cut and removed.

2. All trees within the area of actual construction of a dwelling or structure approved under these regulations may be cut and removed, as well as all trees necessary for the development of the surrounding lawn. In addition, all trees less than six inches in diameter at the stump may be cut and removed.
3. An average of 30 trees larger than six (6) inches in diameter at the stump must be left per lot (an acre may have less than 30 trees, but the average trees in a lot must average 30 trees per acre).

ARTICLE VIII  
Underground Utilities

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1. All electrical, telephone and other utility services shall be placed underground from the distribution system to the dwelling and other structures. No above ground utilities shall be permitted other than the closures, meters, transformers, or other termination points normally associated with each utility's buried facilities required to provide service in and beyond the subdivision.
2. No utility pole-mounted security lights will be permitted without approval of the Board of Directors. Any approved lighting must be positioned such that it is not a nuisance to adjacent lot owners as determined by the board.

ARTICLE IX  
Driveways

1. All driveway connections to the access roads shall be at least sixteen (16) feet in width. The driveways and all culverts shall otherwise meet the published specifications of Sevier County, Arkansas.

ARTICLE X  
Fences

1. Fences may be constructed or placed on any lot or along the boundary of any lot provided that any fence constructed along the front line of the lot as that line is designated on the plat cannot be constructed of agriculture wire fencing (barb wire, hog wire, chicken wire, etc.). Fencing shall not be placed on any part of a subdivision maintained road such that it restricts utility easements or maintenance activities.

ARTICLE XI  
Permits

1. Each lot owner shall be responsible for any building or septic or sewer, utility, or water permits or similar licenses or permits which may be required to construct or use any dwelling.

ARTICLE XII  
Signs

1. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period. Notwithstanding the provisions of this paragraph, owner reserves the right to construct and maintain a sign not to exceed six feet by eight feet (6' x 8') on east of Lot #1 for the purpose of facilitating the sale and development of the subdivision.

2. For the use and benefit of all owners, a sign shall be constructed and maintained and located east of Lot #1, a subdivision sign bearing the name "Fisher's Nook". Maintenance of said sign shall be the responsibility of the Property Owners Association as established herein.

ARTICLE XIII  
Storage and Trade

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1. No trade, commerce or other activity which may be considered a nuisance to the neighborhood and its residential character, as determined by the board, shall be carried on upon any lot.
2. No trade materials or inventories may be stored upon any lot.
3. Commercial surface mining for gravel, rocks, soil, etc. is prohibited.

ARTICLE XIV  
Access

1. A road and utility easement of 60-feet (30-feet of road centerline) on the entire length of Fisher's Nook road.
2. A 30-foot road and utility easement on Lake Trail Road will be retained by the Home's Owners Association. A gate shall be placed on this road and kept locked at all times. The gate shall be maintained by the Association. The lock combination shall be provided to lot owners, Corps-of-Engineers, Arkansas Game and Fish Commission, and other imperative public agencies. Other than imperative public agencies, access to, and use of, Lake Trail Road is restricted to Fisher's Nook property owners.
3. Reynolds Forestry Consulting – RFC, Inc. reserves the right to extend Fisher's Nook road and utilities to access and develop the "reserved lots"; at which time those same said lots shall become active, and Reynolds Forestry shall be responsible for paying annual dues to the home owner's association until the sale of same said lots.

ARTICLE XV  
Aesthetics and Animals

1. No noxious or offensive trade or activity as determined by the board shall be carried on upon any lot, nor shall anything be done thereon which in it's judgment of the board may be or become an annoyance or nuisance to the neighborhood.
2. No nuisance or waste as determined by the board shall ever be erected or suffered to remain upon any site or sites in the subdivision.
3. No sheep, goats, swine, roosters or livestock of any kind other than horses and /or cattle shall be kept or harbored on any part of the property with the exception of:
  - a. A maximum of 10 chickens per property owner (regardless of number of lots). All chickens are to be kept in attractive enclosures that are well maintained and over 300 ft from Fisher's Nook road and not less than 100 feet from adjacent lot boundaries. Litter must periodically be limed and cleaned out to eliminate any unpleasant smells.

- b. A maximum of three horses and/or cows, or a combination of each, not to exceed three in number, may be kept per property owner (regardless of # of lots) in attractive well maintained secure enclosures and humanly attended.
  - c. Bona fide domestic pets may be kept: three mature cats per property owner (regardless of # of lots) and four mature dogs per property owner (regardless of # of lots). All pets (excluding cats) are to be kept in attractive enclosures that are well maintained (including wireless fences which are effective and accomplish confining pets to yard). Cats shall not be permitted to wander onto adjacent owner's property. Dogs can be unaccompanied on an owner's property if the owner has secured a barrier that restricts the dogs to the owner's lot boundary (includes wireless fences as stated above). Dogs can only be let out of owner's lot while being accompanied by the owner or designated pet care-taker.
  - d. The above animal types and quantity may be kept unless the Property Owners Board of Directors or a court of proper jurisdiction determines that such animals creates a nuisance to other property owners in the subdivision.
4. No trash, manure, garbage, debris, or waste of any kind shall be dumped, or permitted to accumulate on any lot. All trash and garbage must be in containers which are reasonably animal proof so that the debris contained therein cannot be removed by either a domestic or wild animal. Ashes and woody debris may not be dumped and/or burned within 100 feet of adjacent lot boundaries.

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ARTICLE XVI  
Safety, Firearms and Hunting

- 1. The safety and security of Fisher's Nook property owners is the primary concern of the Board of Directors. All lot owners should be aware of the presence of children, hearing impaired individuals and domestic animals.
- 2. Firearms are not restricted on Fisher's Nook property. Use of firearms is subject to the Aesthetics and Animals provision set forth in Article XV.
- 3. Hunting in season is not restricted on Fisher's Nook property. Lot owners who wish to hunt on their lot are expected to follow all Arkansas Game and Fish rules and regulations.

ARTICLE XVII  
Term

- 1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date of filing of this Bill of Assurance, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a unanimous vote of the then owners of the lots within Fisher's Nook, it is agreed to change said covenants in whole or in part.

ARTICLE XVIII  
Right to Enforce

1. If the parties hereto, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning a lot or lots within Fisher's Nook to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing, and/or to recover damages, including attorneys fees and court costs, for such violation.
2. Reynolds Forestry Consulting – RFC, Inc. shall have no obligation to enforce the covenants and conditions of this Bill of Assurance from and after the date of the appointment of the Board of Directors of the Property Owners Association as specified in Article I hereof.

ARTICLE XIX  
Severability

1. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

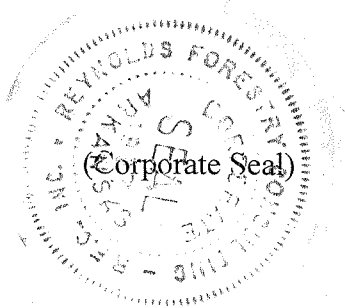
ARTICLE XX  
Scope of Application

1. SCOPE OF APPLICATION, These covenants shall apply in their entirety to the one-hundred eighty (180) acres now known and described as Fisher's Nook Subdivision, Sevier County, Arkansas, as shown on the recorded plat thereof.

IN WITNESS WHEREOF, Reynolds Forestry Consulting - RFC, Inc. has caused these presents to be signed in its name by its President, with its corporate seal hereunto affixed, all by authority of its Board of Directors, on this 14<sup>th</sup> day of March, 2007.

Reynolds Forestry Consulting-RFC, Inc.

By Teddy Reynolds  
Teddy Reynolds  
President



**ACKNOWLEDGMENT**

STATE OF ARKANSAS    )  
  ) SS  
COUNTY OF COLUMBIA )

On this day personally appeared before me the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Teddy Reynolds, to me personally well known, who acknowledged that they were the President of Reynolds Forestry Consulting - RFC, Inc., a corporation, and that he as such officer, being duly authorized so to do, have executed the foregoing instrument for the consideration and purposes therein contained by signing the name of the corporation by himself as officer.

Witness by hand and official seal as such Notary Public on this 14 day of March, 2007.

Colleen Hepler Notary Public

My commission expires: 2-10-09

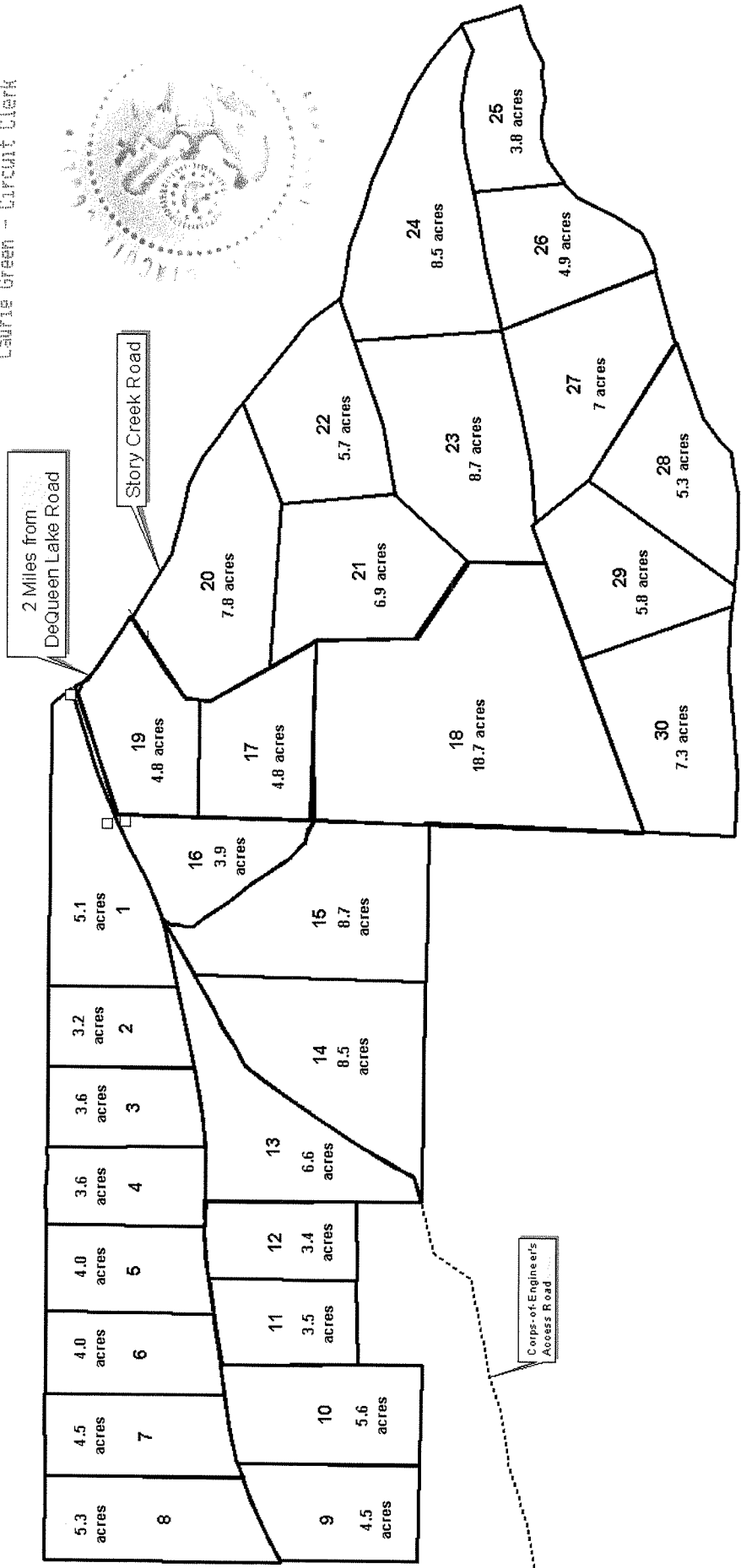


2007 400  
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Laurie Green - Circuit Clerk  
Sevier County, AR  
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I certify this instrument was filed on  
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2007 at pages 393 - 400  
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Sevier County, AR  
I certify this instrument was filed on  
03-15-2007 02:51:37 PM  
and recorded in Plat Book  
2007 at Pages 12 - 12  
Laurie Green - Circuit Clerk



Reynolds Forestry Consulting  
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# Fisher's Nook

- De Queen 103 Boundary
- De Queen 77 Boundary
- Fisher's Nook Lot Boundary
- Electric Easement (2.4 acres)
- Water Easement (4.7 acres)
- Flowage Easement (26 acres)
- De Queen 103 Lots
- RFC Sign
- SMZ Boundary

0 0.1 Miles

Sec 25, 26 T7S R32W  
Sevier County, Arkansas