

Proposed Amendments to the Declaration of Restrictions for River Bend Property Owners Association, Inc.

Bylaws Committee Use Only:

Totals: Y _____ N _____

The Bylaws committee presented Declaration of Restrictions amendments to the Board, which then forwarded to legal counsel for review, and upon that approval, **the following amendments to the Declaration of Restrictions should be considered and voted on by the Membership.**

A Member in Good Standing shall complete the ballot by printing their name as shown on the legal instrument filed with the RBPOA office; fill in their lot and block, mark 'YES' or 'NO' for each proposed amendment; and sign and date the ballot. The ballot shall be placed in an envelope and sealed, writing or stamping the word 'BALLOT' on the outside lower left hand corner of the envelope.

The ballot may be dropped off at the RBPOA office during regular office hours, dropped in the Dropbox, or can be mailed to River Bend Property Owners Association, Inc., PO Box 337, Hardy, AR 72542. Mailed ballots must be received by 11:59 p.m. on **October 15, 2025** in order to be valid and counted.

* Print Name: _____

* Block: _____ * Lot: _____

Signature: _____

Date: _____

* Required Fields

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
RIVER BEND ADDITION TO THE BLUFFS ON SPRING RIVER SUBDIVISION CORRECTION TO DECLARATION OF RESTRICTIONS	DECLARATION OF RESTRICTIONS FOR RIVER BEND ADDITION TO THE BLUFFS ON SPRING RIVER SUBDIVISION SHARP COUNTY AND FULTON COUNTY, ARKANSAS	Y	N
STATEMENT: This correction to Declaration of Restrictions is made this date by River Bend Property Owners Association, Inc., a corporation organized under the statues of the State of Arkansas, the successor and assign of the original owner and developer of The Bluffs on Spring River, a subdivision of real property situated in Sharp and Fulton Counties, Arkansas, hereinafter referred to as Declarant, duly authorized by paragraph 3.4 of the original Declaration and Amendment thereto and resolution of its Board of Directors and affirmed and adopted by majority vote of its membership at a meeting of members.	These Declaration of Restrictions, as approved on [mmmm] [dd], [yyyy], by a majority vote of the Membership of River Bend Property Owners Association, Inc. (hereinafter referred to as "RBPOA" or "Association"), via postal voting or ballot box voting, the final results presented at the Membership meeting on the date first written above, are hereby adopted to govern the affairs of River Bend Addition to The Bluffs on Spring River Subdivision, in conjunction with the original Bylaws and all amendments, corrections and restatements thereto, shall supersede all previous Declaration of Restrictions, which are hereby repealed.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
This Declaration of Restrictions applies to River Bend Addition to The Bluffs on Spring River Subdivision, Sharp County and Fulton County, Arkansas, as well as any additions thereto and is collectively referred to as the Development. The legal description for each Addition to The Bluffs on Spring River for which the original Declaration, Amendment, Restatement and Amendment and this Correction are made is more fully described in plats previously recorded and incorporated herein and made a part hereof. The original Declaration, dated September 4, 1986, Amendment thereto, dated November 19, 1998, and Restatement and Amendment dated March 18, 2016 are reaffirmed and restated along with the corrections herein which are intended to replace, substitute or add to certain provisions in the original Declaration, Amendment, Restatement and Amendment thereto.	This Declaration of Restrictions applies to River Bend Addition to The Bluffs on Spring River Subdivision, Sharp County and Fulton County, Arkansas, as well as any additions thereto and is collectively referred to as the Development. The legal description for each Addition to The Bluffs on Spring River for which the original Declaration and all amendments, corrections and restatements thereto are made is more fully described in plats previously recorded and incorporated herein and made a part hereof. The original Declaration dated September 4th, 1986, Amendment dated November 19th, 1998, Restatement and Amendment dated March 18th, 2016, Correction dated November 15th, 2019, and Restatement and Amendment dated [mmmm] [dd], [yyyy] are reaffirmed and restated along with the corrections herein which are intended to replace, substitute or add to certain provisions in the original Declaration and all amendments, corrections and restatements thereto.	Y	N
<i>New item</i>	TABLE OF CONTENTS	Y	N
<i>Reformatted and combined with Article 2 to get rid of duplicated statements and make more streamlined.</i>	ARTICLE 1 Identification of the original Declaration is combined with Article 2, revising Article 2 Recitals to reflect the combined and reformatted content.	Y	N
2.RECITALS	ARTICLE 2 Recitals	Y	N
<i>New item</i>	WITNESSETH	Y	N
2.1 OWNERSHIP — River Bend Addition to The Bluffs on Spring River Subdivision, located in Sharp County and Fulton County, Arkansas is more fully described in Exhibit "A" attached hereto and incorporated herein. At the time of the development of River Bend Park (the Development) title to said real estate was vested in Biggers Bluff Corporation, a corporation organized and doing business in accordance with the laws of the State of Arkansas. River Bend Property Owners Association, Inc., is the successor and assign of Biggers Bluff Corporation, taking over the common property and operation of River Bend Park.	WHEREAS, that at the time of the development of River Bend Park, title to said real estate was vested in Biggers Bluff Corporation, a corporation organized and doing business in accordance with the laws of the State of Arkansas. River Bend Property Owners Association, Inc. (hereinafter referred to as "Declarant"), a corporation organized and doing business in accordance with the laws of the State of Arkansas, is the successor and assign of Biggers Bluff Corporation, taking over the common property and operation of the Development.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
1. IDENTIFICATION. This Declaration is made this date by River Bend Property Owners Association, Inc., an Arkansas Corporation, successor and assign of Biggers Bluff Corporation an Arkansas corporation, hereinafter referred to as Declarant, duly authorized by its Board of Directors, an organization of property owners of property contained within The Bluffs on Spring River, a subdivision of real property situated in Sharp County and Fulton County, Arkansas. Said Subdivision, as well as all of the additions thereto, are collectively referred to as the Development. The legal description for River Bend Addition to The Bluffs on Spring River, for which this declaration is made, is more fully described in Exhibit "A" attached hereto and made a part hereof.	WHEREAS, that River Bend Addition to The Bluffs on Spring River Subdivision, as well as any additions thereto, located in Sharp County and Fulton County, Arkansas, is collectively referred to as the "Development". The legal description for the Development is more fully described in Exhibit "A" attached hereto and incorporated herein.	Y	N
2.3 DECLARATION — Declarant hereby declares that the real property Described in Exhibit "A" attached hereto and incorporated herein is hereby subjected to the Declaration, and is and shall be held, transferred, sold conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration of Restriction herein set forth, that every Grantee of any interest in such real property, now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed, in any such deed or other conveyance and whether or not such person shall otherwise consent in writing, shall take, subject to this Declaration and to the terms and conditions thereof, and shall be deemed to have consented to said terms and conditions.	WHEREAS, Declarant hereby declares that the real property Described in Exhibit "A" is hereby subjected to this Declaration, and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration herein set forth, that every Grantee of any interest in such real property, now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed, in any such deed or other conveyance and whether or not such person shall otherwise consent in writing, shall take, subject to this Declaration and to the terms and conditions thereof, and shall be deemed to have consented to said terms and conditions.	Y	N
2.2 INTENT — The original intent of the development of River Bend Park was to create and develop a recreational vehicle park and campground. This original intent has been accomplished and management of the development transferred to River Bend Property Owners Association, Inc., on behalf of its membership, intends to and desires to continue the restrictions, covenants and equitable servitude on the lots and owners of the lots as imposed by the original recorded Declaration of Restrictions and Amendments thereto, for the preservation of the value of the property and the beneficial use of the property in River Bend Park. These mutual and beneficial restrictions, covenants, equitable servitudes and charges are for the benefit of all owners in the development.	WHEREAS, the original intent for the Development was to create and maintain a recreational vehicle park and campground. This original intent has been accomplished and management of the development transferred to RBPOA. The Membership intends and desires to continue the covenants, conditions, restrictions and equitable servitude on the lots and property owners as imposed by the original recorded Declaration of Restrictions and all amendments, corrections and restatements thereto, for the mutual preservation of the value and the beneficial use of the property in the Development for property owners.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<i>Separated by date of creation.</i>	WHEREAS, on September 5th, 1986, RBPOA filed a Declaration of Restrictions for River Bend Addition to The Bluffs on Spring River Subdivision as recorded in the office of the County Clerk and Ex-Officio Recorder of Sharp County, Arkansas in book 230, page 337.	Y	N
<i>Separated by date of creation.</i>	WHEREAS, on February 26th, 1999, RBPOA filed an Amendment to the Declaration of Restrictions for River Bend Addition to The Bluffs on Spring River Subdivision as recorded in the office of the County Clerk and Ex-Officio Recorder of Sharp County, Arkansas in book 1999, page 2730.	Y	N
<i>Separated by date of creation.</i>	WHEREAS, on March 18th, 2016, RBPOA filed a Restatement and Amendment to the Declaration of Restrictions for River Bend Addition to The Bluffs on Spring River Subdivision as recorded in the office of the County Clerk and Ex-Officio Recorder of Sharp County, Arkansas in book 2016, page 4096 AND as recorded in the office of the County Clerk and Ex-Officio Recorder of Fulton County, Arkansas in book 2016, page 2016.	Y	N
<i>Separated by date of creation.</i>	WHEREAS, on November 15th, 2019, RBPOA filed a Correction to the Declaration of Restrictions for River Bend Addition to The Bluffs on Spring River Subdivision as recorded in the office of the County Clerk and Ex-Officio Recorder of Sharp County, Arkansas in book 2019, page 17891 AND as recorded in the office of the County Clerk and Ex-Officio Recorder of Fulton County, Arkansas in book 2019, page 4851.	Y	N
<i>This version of the update.</i>	WHEREAS, on [mmmm] [dd], [yyyy], RBPOA filed a Restatement and Amendment to the Declaration of Restrictions for River Bend Addition to The Bluffs on Spring River Subdivision as recorded in the office of the County Clerk and Ex-Officio Recorder of Sharp County, Arkansas in book [bbbb], page [pppp] AND as recorded in the office of the County Clerk and Ex-Officio Recorder of Fulton County, Arkansas in book [bbbb], page [pppp].	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
Now, therefore, River Bend Property Owners Association, Inc. restates the declaration of the original Declaration of Restrictions and declares that all of the lots in River Bend Addition to The Bluffs on Spring River Subdivision, Sharp County and Fulton County, Arkansas are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the addition, improvement and sale or lease of the lots and protecting the value, desirability and attractiveness.	NOW THEREFORE, RBPOA restates the declaration of the original Declaration of Restrictions and declares that all of the lots in River Bend Addition to The Bluffs on Spring River Subdivision, Sharp County and Fulton County, Arkansas are held and shall be held, sold, conveyed, encumbered, leased, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the addition, improvement and sale or lease of the lots and protecting the value, desirability and attractiveness. This Declaration shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, their heirs, executors, administrators, successors, successor-in-title and assigns, and shall inure to the benefit of each property owner thereof.	Y	N
3.DEFINITIONS.	ARTICLE 3 Definitions	Y	N
In addition to the terms elsewhere defined the following terms shall have the following meanings whenever used in this Declaration:	In addition to the terms elsewhere defined, including the Bylaws, the following terms shall have the following meanings whenever used in this Declaration:	Y	N
3.1 CAMPGROUND/PARK/DEVELOPMENT -The property and all improvements constructed thereon as set forth in the legal description included on Exhibit "A" attached to the original Declaration and all additions thereto previously recorded and made a part hereof.	3.1 "Campground/Park/Development" shall mean and refer to the property and all improvements constructed thereon as set forth in the legal description included on Exhibit "A" attached to the original Declaration and all additions thereto previously recorded and made a part hereof.	Y	N
3.2 DECLARANT — River Bend Property Owners Association, an Arkansas Corporation, successor and assign of Biggers Bluff Corporation, in interest to the real estate, described as out-lots, comfort stations or roads as set forth in the Plat of Subdivision for the Development.	3.2 "Declarant" shall mean and refer to River Bend Property Owners Association, Inc., an Arkansas Corporation, successor and assign of Biggers Bluff Corporation, in interest to the real estate, described as outlots, comfort stations or roads as set forth in the Plat of Subdivision for the Development.	Y	N
<i>New item</i>	3.3 "RBPOA" or "Association" shall mean and refer to River Bend Property Owners Association, Inc., a nonprofit mutual benefit corporation organized and existing under the laws of the State of Arkansas.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
3.4 RESTRICTIONS — The limitations, restrictions, covenants, terms and conditions, and equitable servitudes set forth herein as the same may, from time to time, be amended, supplemented and modified by the Declarant.	3.4 "Restrictions" shall mean and refer to the covenants, conditions, restrictions, limitations, terms, and equitable servitudes set forth herein as the same may from time to time be amended, supplemented and modified by the Declarant.	Y	N
3.3 PROPERTY — All the real property described in Exhibit "A" attached to the original Declaration and all additions thereto previously recorded which is made subject to this corrected Declaration, and such other real property which may be added to Exhibit "A" by amendment to the Declaration.	3.5 "Property" or "Properties" shall mean and refer to all the real property described in Exhibit "A" attached to the original Declaration and all amendments, corrections and restatements thereto previously recorded, and such other real property which have been or may be acquired or designated within the jurisdiction of RBPOA as provided in Exhibit "A" by amendment to the Declaration.	Y	N
3.5 LOT— Shall mean and refer to the numbered lots of land, comprising recreational vehicle sites and campgrounds, designated on the Plat of Subdivision for the Development.	3.6 "Lot(s)" shall mean and refer to the numbered parcels of land designed and intended for the purpose of supplying a location for a recreational vehicle to park, designated on the Plat of Subdivision for the development subject to Tier Membership levels as defined in Paragraph 9.1 of these Declarations.	Y	N
3.8 MORTGAGE — Mortgage shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payments of an indebtedness.	3.7 "Mortgage" shall include chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payments of an indebtedness.	Y	N
3.6 PROPERTY OWNERS — Shall mean and refer to a natural person as well as a corporation, partnership, association, trust, joint venture or other legal entity, which is legal title owner of a lot situated in the Development.	3.8 "Property Owner(s)" shall mean and refer to a natural person as well as a corporation, partnership, association, trust, joint venture or other legal entity, which is legal title owner of a lot situated in the Development as recorded with the Sharp County and the Fulton County courthouse.	Y	N
3.7 RECREATIONAL VEHICLE - An original vehicle manufactured commercially by a company engaged in the manufacturing of camping and recreational vehicles as defined by the Recreational Vehicle Institute.	3.9 "Recreational Vehicle" or "RV" shall mean and refer to an original vehicle manufactured commercially by a company engaged in the manufacturing of camping and recreational vehicles as defined by the Recreational Vehicle Institute. This includes, but not limited to, motor homes, travel trailers, pop-up or regular campers, and other similar vehicles.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<i>New item</i>	3.10 "Bunkhouse" shall mean and refer to an independent stand-alone structure with no inside plumbing or related fixtures or an RV that is not being utilized for nightly lot rentals. If an RV is being used as a bunkhouse, water lines and holding tanks should be removed, or will need to be sealed permanently. RV bunkhouses shall not have water connected or wastewater collection services. An RV utilized for nightly lot rentals is not considered to be a bunkhouse.	Y	N
<i>New item</i>	3.11 "Buyer" shall mean and refer to an individual, corporation, partnership, association, trust, joint venture or other legal entity acquiring ownership interest for property in the park.	Y	N
<i>New item</i>	3.12 "Seller" shall mean and refer to an individual, corporation, partnership, association, trust, joint venture or other legal entity giving up their ownership interest for property owned in the park.	Y	N
<i>New item</i>	3.13 "Conveyance Vehicle" shall mean and refer to a device which is equipped with one or more wheels by, in or upon which any person is or may be drawn or transported by human or motorized power. This includes but not limited to bicycles, buses, cars, golf carts, motorcycles, scooters, skateboards, trucks, vans, etc.	Y	N
<i>New item</i>	3.14 "ATV/UTV" shall mean and refer to a motorized all-terrain or utility-terrain vehicle manufactured for off-road use which is equipped with three (3) or four (4) nonhighway tires and is designed for travel on natural terrain. This includes but not limited to 3-wheelers, 4-wheelers, side-by-sides, single or double seat sport ATV/UTVs, etc. These are considered to be a conveyance vehicle.	Y	N
3.9 The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.	3.15 <u>Gender and Grammar</u> . The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.	Y	N
<i>New item</i>	3.16 <u>Captions</u> . The captions of each Article, Paragraph and Section hereof, as to the contents of each Article, Paragraph and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article, Paragraph or Section to which they refer.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
4. PROPERTY SUBJECT TO DECLARATION	ARTICLE 4 Property Subject to Declaration	Y	N
Declarant hereby declares that all the Property described in Exhibit "A" attached hereto, including all of the lots, are held and shall be held, demised, hypothecated or encumbered, leased, rented, used and occupied subject to the Restrictions contained in the Declaration, all of which Restrictions are declared and agreed to be in furtherance of a plan for the improvement and use of the property and the sale of lot interest, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, utility, and attractiveness of the property. All of the Restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Development or any part thereof, their heirs, executors, administrators, successors and assigns. Nothing in these Restrictions shall be construed as a gift or dedication of any part of the property for public use.	Declarant hereby declares that all the property described in Exhibit "A", attached hereto, including all of the lots, are held and shall be held, demised, hypothecated or encumbered, leased, used and occupied subject to the covenants, conditions and restrictions contained in the Declaration, all of which covenants, conditions and restrictions are declared and agreed to be in furtherance of a plan for the improvement and use of the property and the sale of lot interest, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, utility, and attractiveness of the property. All of the covenants, conditions and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Development or any part thereof, their heirs, executors, administrators, successors, successor-in-title and assigns. Nothing in this Declaration shall be construed as a gift or dedication of any part of the property for public use.	Y	N
5.EFFECTIVE DATE AND TERM	ARTICLE 5 Effective Date and Term	Y	N
5.1 EFFECTIVE DATE — These Restrictions shall become effective when recorded in either Sharp County, Arkansas or Fulton County, Arkansas.	5.1 <u>Effective Date</u> . These covenants, conditions and restrictions shall become effective and binding on the property owners of River Bend Property Owners Association, Inc. when recorded with the County Clerk and Ex-Officio Recorder of Sharp County and Fulton County, Arkansas.	Y	N
5.2 TERM — These Restrictions shall run with the land and shall exist and be binding upon all parties claiming any interest in the park from the recording date hereof.	5.2 <u>Term</u> . These covenants, conditions and restrictions shall run with the land and shall exist and be binding upon all parties claiming any interest in the park from the recording date hereof.	Y	N
6. Paragraph 6 of the original Declaration is deleted in its entirety.	ARTICLE 6 New Construction of the original Declaration is deleted in its entirety.	Y	N
7. RESTRICTIONS ON OCCUPANCY AND USE	ARTICLE 7 Restrictions on Occupancy and Use	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
No use of, construction on or alteration of the property, including construction of boat docks, shall be made except as approved by the River Bend Property Owners Association, Inc., prior to such construction. Each owner is privileged to use and enjoy the property subject to these restrictions and the rules and regulations as may be established by River Bend Property Owners Association, Inc., from time to time. No owner, guest, invitee, family member or any other person may reside permanently on any lot within River Bend Park. Examples of permanent residency shall include, but not be limited to, school-age children residing on the property during school months, receiving mail at the lot, unauthorized additions to a recreational vehicle or lot, or unauthorized or modified utility hookups.	<i>This article has been broken into bullets.</i>		
Each owner is privileged to use and enjoy the property subject to these restrictions and the rules and regulations as may be established by River Bend Property Owners Association, Inc., from time to time.	7.1 Each owner is privileged to use and enjoy the property subject to these Declarations, the Bylaws and the Articles as may be established by RBPOA, and the Rules & Regulations as may be established by the RBPOA Board, from time to time.	Y	N
No use of, construction on or alteration of the property, including construction of boat docks, shall be made except as approved by the River Bend Property Owners Association, Inc., prior to such construction.	7.2 Construction of awnings, decks, patios, gazebos, screened-in rooms, bunkhouses, storage buildings, docks, and other such like structures are allowed as long as there is no encroachment on another property owners lot or any easement.	Y	N
No owner, guest, invitee, family member or any other person may reside permanently on any lot within River Bend Park. Examples of permanent residency shall include, but not be limited to, school-age children residing on the property during school months, receiving mail at the lot, unauthorized additions to a recreational vehicle or lot, or unauthorized or modified utility hookups.	7.3 A property owner may reside on their lot within the park during the off season and shall abide by these Declarations, Bylaws and Rules & Regulations. A property owners guest or invitee shall not reside on any lot within the park. Property owners will be required to sign a Waiver and Release of Liability form for the off season months.	Y	N
Common properties are closed to property owners from December 1 until March 15 of the next year or a later date should the weather conditions necessitate such a delay, except as otherwise authorized by the River Bend Property Owners Association, Inc. Park services will not be provided during this time (elect., water, pumping services, etc.).	7.4 Common properties are closed to property owners from on or around December 1st until on or around March 15th of the next year. Weather conditions could necessitate an earlier closing date or a later opening date. Park amenities, facilities and services, which are more fully described in Exhibit "B" of these Declarations, will not be provided during this time.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<i>New item</i>	7.5 During the off season, property owners will be responsible for obtaining water and wastewater collection services. The dump stations will be locked and cannot accept wastewater. During the off season, if blue boys are used, the wastewater will need to be taken to a dump station outside the park. Property owners should use a licensed wastewater collection company to collect the wastewater from the gray and black holding tanks.	Y	N
8. EXCLUSIVE OCCUPANCY RIGHTS AND OBLIGATIONS.	ARTICLE 8 Exclusive Occupancy Rights and Obligations	Y	N
Provided the annual maintenance assessment and contracted payments are current, each owner who purchases or acquires a lot ownership interest shall be entitled to park one (1) recreational vehicle, trailer, or other similar vehicle at the campsite. No encroachment on anyone's property is allowed without permission from the property owner.	Provided the annual maintenance assessment, incurred fines, or any other monetary obligations are current and privileges are not currently suspended, each owner who purchases or acquires a lot ownership interest shall be entitled to services for one (1) RV parked on the primary lot. Any additional RV will not be entitled to services unless a service fee is paid, and the RV must be parked on a secondary lot in the property owners name. An RV that is to be used as a bunkhouse must ensure water lines and gray and black wastewater holding tanks are sealed while in the park. Only one (1) additional RV used as a bunkhouse is allowed on the primary lot. Bunkhouses should be made available for inspections to the park manager or the Board from time to time to ensure compliance. No encroachment on anyone's property is allowed without permission from the property owner.	Y	N
8.17 For security and safety purposes, each owner must list with River Bend Property Owners Association, Inc., all vehicles (cars, trucks, motorcycles, off-road vehicles, recreational vehicles), boats, trailers and campers at the time such item is brought into the park. This is especially important for those vehicles, etc. that do not have a title or registration or other official means of identification. Property owners and their guests must be registered each season before utility services and wastewater disposal service is provided. Utilities will not be furnished until assessments are paid.	8.1 Before park amenities, facilities and services are provided, which are more fully described in Exhibit "B" of these Declarations, the annual maintenance assessment, incurred fines, or any other monetary obligations and contracted payments must be current and privileges and rights are not currently suspended, then Property Owners:	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
8.1 Property owners are granted the right to use and enjoy the amenities in accordance with the Declaration of Restrictions and the Rules and Regulations as promulgated by River Bend Property Owners Association, Inc. from time to time. Guests of owners may use and occupy the property if the guest is in possession of a guest card issued by River Bend Property Owners Association, Inc. No guest may use a lot or the amenities without the owner being present unless the owner has given them a guest card.	8.1.1 Are granted the right to use the park amenities, facilities and services in accordance with the Declaration of Restrictions and the Bylaws as promulgated by RBPOA from time to time, and the Rules & Regulations published by the RBPOA Board annually.	Y	N
<i>New item</i>	8.1.2 Are Issued Property Owner and Guest passes. Additional guest passes or visitor passes may be obtained from the RBPOA office.	Y	N
8.1 Property owners are granted the right to use and enjoy the amenities in accordance with the Declaration of Restrictions and the Rules and Regulations as promulgated by River Bend Property Owners Association, Inc. from time to time. Guests of owners may use and occupy the property if the guest is in possession of a guest card issued by River Bend Property Owners Association, Inc. No guest may use a lot or the amenities without the owner being present unless the owner has given them a guest card.	8.1.3 Must make sure their Guests are in possession of a valid guest pass if using and occupying the property. No guest may use a lot or the amenities, facilities and services without the owner being present unless the owner has given them a guest pass. A gate key card is not a guest pass.	Y	N
8.17 For security and safety purposes, each owner must list with River Bend Property Owners Association, Inc., all vehicles (cars, trucks, motorcycles, off-road vehicles, recreational vehicles), boats, trailers and campers at the time such item is brought into the park. This is especially important for those vehicles, etc. that do not have a title or registration or other official means of identification. Property owners and their guests must be registered each season before utility services and wastewater disposal service is provided. Utilities will not be furnished until assessments are paid.	8.1.4 Must make sure to list all of their and their guests vehicles, boats, and RVs with the RBPOA office at the time such item is brought into the park.	Y	N
<i>New item</i>	8.1.5 Must make their guests aware of all rules and regulations while on RBPOA property. The property owner is responsible for the actions and conduct of their guests.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<i>New item</i>	8.2 Property owners and their guests are prohibited from coercing, disciplining, discriminating, harassing, intimidating, retaliating or threatening Directors, Officers, employees, other property owners or property owners guests based on any characteristic, including but not limited to race, color, religion, sex, age, disability, and national origin. A property owner found guilty will be permanently banned from running for the board of directors, from committees and from the Facebook group.	Y	N
<i>New item</i>	8.3 A property owner that is not in good standing may not use amenities, facilities and services as a guest of another property owner.	Y	N
<i>New item</i>	8.4 Property owners and their Guests must display the current year vehicle pass when using park amenities, facilities and services, or any other common ground, which are more fully described in Exhibit "B" of these Declarations.	Y	N
<i>New item</i>	8.5 Property owners and their Guests must ensure all conveyance vehicles, ATV/UTVs, boats, and any other type of off-road or watercraft vehicle have the primary lot and block displayed where it is visible from a distance and easily recognizable. Lettering size should be at least two inches (2") or more, which is DOT standard sizing. Acceptable display methods include, but not limited to, license plates, vinyl letters, magnetic letters, cardboard, etc.	Y	N
<i>New item</i>	8.6 Property owners must have lot and block placed on the RV for display. Yard signs are not enough and often list more than the primary lot and block. The lettering should be easily visible from the road. Numbering can be placed on the propane tank cover, the spare tire cover, magnetic plates will attach to the RV, etc. Tagged RVs will aid identification for recovery or removal after a flood, wastewater collection services, vendor supply deliveries, etc.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
8.2 Only pop-up campers, motor homes, travel trailers and other recreational vehicles originally manufactured commercially by a company engaged in the manufacture of camping and recreational vehicles defined by the POA shall be placed on any lot or site. Campers must have intact, functioning holding tanks before being allowed to attach to water. There shall be no additional electrical, water, sewage or other connections of any type made to the vehicle without review by AEC, and approved by the board. Mobile or manufactured homes and converted buses are prohibited. Handicapped converted units are permitted. No structure, storage buildings, gazebos, or screen rooms can have inside plumbing and must follow ADEQ and State and Local Health Department guidelines. All vehicles, including water craft, used by property owners and their guests, which may be utilized on or parked within the development shall have a current vehicle registration and license.	8.7 Only RVs defined in Paragraph 3.9 of these Declarations shall be placed on any lot. RVs must have intact, functioning wastewater holding tanks before being allowed to have access to park water. Mobile or manufactured homes and converted buses are prohibited. Handicapped converted units are permitted.	Y	N
<i>New item</i>	8.8 Tents are allowed but may not be left assembled for the season. They should be assembled and disassembled each camping session. Tents must be strapped down once assembled and disassembled by the property owner before leaving the park at the end of each camping session.	Y	N
8.14 Each property owner must have an electric meter installed on each primary lot. Meters must be installed by a licensed electrician. The POA or its designated agent will maintain and regulate the water distribution system and no property owner shall make alterations to it without POA approval.	8.9 Property owners are responsible for furnishing electricity to lots through an established electric company. RBPOA, or its designated agent, will maintain and regulate the water distribution system.	Y	N
<i>New item</i>	8.10 Property owners shall move their RV to the common property by the office, or some alternate location, if authorities have given forty-eight (48) hours or more notice or warnings about potential flooding. If the notice is less than forty-eight (48) hours, the RV should be moved, if possible, provided it's feasible.	Y	N
8.16 No person other than the River Bend Property Owners Association, Inc. may modify park owned boxes or other utilities.	8.11 No property owner shall alter, modify, adjust, convert or transform any park water equipment or any park owned heavy equipment.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<i>New item</i>	8.12 Property owners are not allowed to rent, borrow or remove any piece of RBPOA equipment due to insurance liability reasons, possible damage to equipment, premature wear and tear and loss of productivity.	Y	N
8.2 Only pop-up campers, motor homes, travel trailers and other recreational vehicles originally manufactured commercially by a company engaged in the manufacture of camping and recreational vehicles defined by the POA shall be placed on any lot or site. Campers must have intact, functioning holding tanks before being allowed to attach to water. There shall be no additional electrical, water, sewage or other connections of any type made to the vehicle without review by AEC, and approved by the board. Mobile or manufactured homes and converted buses are prohibited. Handicapped converted units are permitted. No structure, storage buildings, gazebos, or screen rooms can have inside plumbing and must follow ADEQ and State and Local Health Department guidelines. All vehicles, including water craft, used by property owners and their guests, which may be utilized on or parked within the development shall have a current vehicle registration and license.	8.13 No structure, bunkhouse, storage building, gazebo, or screened-in rooms can have inside plumbing and must follow ADEQ, State and local Health Department guidelines.	Y	N
<i>New item</i>	8.14 Bunkhouses, storage buildings, small pole barns, gazebos, picnic pavilions, screened-in rooms or similar buildings shall be anchored or strapped to the ground, or on a frame with wheels for easy removal, to prevent them from being blown over or damaged by strong winds or flooding.	Y	N
<i>New item</i>	8.15 Property owners may lease out their secondary lot(s) to a named Lessee for a minimum one (1) year lease. A property owner may not lease out their lot and/or RV through Airbnb, VRBO, or any other vacation rental site for overnight, weekend or monthly use. The annual maintenance assessment, incurred fines, or any other monetary obligations must be current on the property owners Tier 1 AND Tier 2 lot(s) before the secondary lot may be leased. A notarized copy of the lease agreement must be filed in the RBPOA office and the annual maintenance assessment must be paid on the lease lot before the lessee takes possession of the lot. The lessee must complete a current registration form and agree to all RBPOA Rules & Regulations.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
8.4 Each owner shall keep his lot in a clean, sanitary and safe condition and appearance (including lawn maintenance) and shall maintain the same in accordance with the rules and regulations promulgated from time to time by River Bend Property Owners Association, Inc.	8.16 Property owners shall keep lots in a clean, safe and sanitary condition and appearance (including lawn maintenance). Property owners shall maintain the same in accordance with the Rules & Regulations published by the Board annually.	Y	N
<i>New item</i>	8.17 Property owners are not permitted to park any conveyance vehicle, utility trailer, water craft, lawn mower, tractor, or equipment of any type on any RBPOA road or common property.	Y	N
8.3 No wrecked, abandoned or discarded trailer, water craft or equipment of any kind shall be placed on or be permitted to remain on any site or lot.	8.18 No wrecked, abandoned, discarded or unused furniture, including but not limited to, couches, recliners, love seats, dining furniture, etc., conveyance vehicle, RV, utility trailer, water craft, lawn mower, tractor, or equipment of any type shall be placed on or be permitted to remain on any property owner lot or on any common property.	Y	N
8.13 Any structure or material on any lot which may have been destroyed in whole or in part by fire, wind storm, flood or other causes or Act of God, or force majeure must be removed in a timely manner.	8.19 Any structure or material on any lot which may have been destroyed in whole or in part by fire, windstorm, flood, an Act of God, force majeure or other causes must be removed within sixty (60) days.	Y	N
8.8 No drilling or digging of wells of any description, quarrying, mining, dredging or excavating of any type or nature shall be performed by the property owners, their agents or guests.	8.20 No drilling or digging of wells of any description, quarrying, mining, dredging or excavating of any type shall be performed by property owners, their agents or guests.	Y	N
8.5 No sewage, garbage or liquid or solid waste disposal system or outside toilets, whether portable or permanent, shall be permitted on any lot. All vehicles having sewage drains shall have their drains sealed for the duration of their stay on any lot unless such drains are connected to the approved sanitary sewer system.	8.21 The installation or use of any system for the disposal of sewage, garbage, liquid waste, or solid waste, including subsurface systems (i.e. septic tanks, holding tanks) and outdoor toilets (whether temporary or permanent), is strictly prohibited on all lots. Vehicles equipped with sewage drains must maintain sealed drains while parked on any lot, unless actively connected to the designated wastewater pumper truck for disposal.	Y	N
<i>New item</i>	8.22 Power tools, mowers and weed eaters should not be used during quiet time hours. TVs, campsite or vehicle radios, gatherings of people talking, laughing, partying, playing music, playing yard games and/or singing karaoke should be kept at a respectable volume that does not disturb surrounding neighbors during quiet time hours.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<i>New item</i>	8.23 Generator usage is prohibited at all times, with the exception of Members in Good Standing during a widespread power outage caused by a catastrophic event, or when a property owner has authorization from the Board.	Y	N
<i>New item</i>	8.24 No Smoking is allowed in any RBPOA building. This includes the guard shacks, the office, the Community Center, the shop, both pools including the area around the pool inside the fence, and all five (5) bath houses.	Y	N
<i>New item</i>	8.25 Property owners and their guests shall only use restrooms that match their biological sex corresponding with the signage. Children under the age of six (6) or individuals needing assistance from a caregiver of the opposite gender are permitted in opposite-gendered restrooms.	Y	N
<i>New item</i>	8.26 Property owners and their guests shall obey the park speed limit of 10 mph which applies throughout the park and includes all conveyance vehicles.	Y	N
<i>New item</i>	8.27 Operators of any conveyance vehicle in the park must always maintain control of the vehicle at all times. Operators shall not at any time willfully or intentionally operate the vehicle in an unsafe manner that may endanger others.	Y	N
<i>New item</i>	8.28 No conveyance vehicle should be operated in the park by anyone under the age of twelve (12) unless directly supervised by an adult. Electronic monitoring is not considered direct supervision.	Y	N
<i>New item</i>	8.29 Any type of conveyance vehicle driving within the park must be equipped with at least one (1) functioning headlight AND one (1) functioning taillight. A phone flashlight is not considered a functioning light and is not permitted. Aftermarket lights (i.e. LED light bars, spot lights, flood lights, etc.) must be turned off when approaching oncoming traffic while driving within the park.	Y	N
<i>New item</i>	8.30 Operators of any ATV/UTV must be age appropriate. Each ATV/UTV has a specified age limit from the manufacturer for its driver, and this should be observed. If the ATV/UTV does not have the specified age, it is up to the property owner to verify the specified age and comply. (AR Code § 27-21-107)	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
8.6 No site shall be used for commercial purposes, for exhibiting Items for casual sale, or for parking a commercial type vehicle not designated and used for camping. No unlicensed vehicles or unlicensed drivers shall operate vehicles upon the property. Licensed vehicles which create loud and obnoxious noises shall not be operated upon the property.	8.31 Licensed or unlicensed conveyance vehicles which create loud and obnoxious noises shall not be operated within the park during quiet time hours.	Y	N
<i>New item</i>	8.32 Curfew for minors under the age of eighteen (18) is 11 p.m. to 6 a.m. Minors must be under the direct supervision of their parent, or parents designee, at all times after 11 p.m. Electronic monitoring is not considered direct supervision.	Y	N
8.7 No animals, livestock or fowl of any kind shall be brought upon or kept on any lot except that household pets may be kept on a leash at lots, provided they are not raised, bred or kept for commercial purposes and are kept under physical control at all times and not permitted to create a public health or noise nuisance. No pets may be left unattended.	<i>This article has been broken into bullets.</i>		
No animals, livestock or fowl of any kind shall be brought upon or kept on any lot except that household pets may be kept on a leash at lots, provided they are not raised, bred or kept for commercial purposes	8.33 No animals, livestock or fowl of any kind shall be brought upon or kept on any lot except household pets. Household pets may not be raised, bred or kept for commercial purposes on any lot.	Y	N
may be kept on a leash at lots, provided they are not raised, bred or kept for commercial purposes and are kept under physical control at all times	8.34 Household pets must be kept under control at all times. "Under control" is defined as being kept within an invisible fence, in a kennel or pen, on a leash, or within your sight and when given voice commands will respond accordingly such that the pet will not charge at or chase after other people or animals, including wildlife.	Y	N
not permitted to create a public health or noise nuisance. No pets may be left unattended.	8.35 Household pets are not permitted to create a noise nuisance, including excessive barking, or a public health issue. No pets may be left unattended overnight, outside in a kennel or pen, or in an RV to be a disturbance to other property owners while away from your lot. Property owners must clean up after their pet, including their lot, for safety and health reasons.	Y	N
8.9 No noxious, dangerous, illegal, unreasonably disturbing or offensive activities shall be carried on upon the property, nor shall anything be done which may be or become a nuisance or annoyance to the camping community.	8.36 No noxious, dangerous, illegal, unreasonably disturbing or offensive activities shall be carried on within the park, nor shall anything be done which may be or become a nuisance or annoyance to the camping community.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
8.10 No open fires of any kind, including those for the burning of rubbish, and debris shall be permitted upon the property except within a metal or pottery cooking, barbecuing, or braising device within a masonry fireplace, barbecue or fire pit.	8.37 General open burning (burning garbage / trash, leaves, or other materials in open piles or bonfires) is prohibited unless in an approved fire structure (outdoor fireplace, fire pit, or other fire structure device). Approved outdoor fire structures should be professionally constructed of steel, brick or masonry, placed on a non-combustible surface, no closer than fifteen feet (15') of any trees, sheds or adjacent property, incorporate the use of seasoned wood, attended/supervised by a responsible person at all times, and covered by a spark screen to protect against flying ash, sparks or embers. A fire extinguisher or garden hose should be readily accessible while burning. Outdoor burning shall be prohibited after a county released burn ban has been issued. (AR Code § 5-38-310).	Y	N
8.11 No hunting or shooting of firearms, bows and arrows, blow guns, B-B guns, pellet guns or the like is permitted upon the property.	8.38 No hunting, no discharging or shooting and no throwing of any item or object including firearms, bows and arrows, blow guns, B-B guns, pellet guns, orbeez guns, air guns, sling shots, water balloons or the like is permitted within the park.	Y	N
<i>New item</i>	8.39 No property owner shall offer for sale, expose for sale, sell at retail or keep with intent to sell at retail any fireworks within the park. The Activities Committee may provide a supervised display of fireworks for the weekend of July 4th events. Property owners shall not use or explode any aerial fireworks on individual lots. Property owners may use or explode fireworks on common properties provided they not use or explode fireworks during quiet time hours and must clean up the debris in the common properties.	Y	N
8.6 No site shall be used for commercial purposes, for exhibiting Items for casual sale, or for parking a commercial type vehicle not designated and used for camping. No unlicensed vehicles or unlicensed drivers shall operate vehicles upon the property. Licensed vehicles which create loud and obnoxious noises shall not be operated upon the property.	8.40 No lot shall be used for commercial purposes or for exhibiting items for casual sale.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<p>8.12 No commercial trucks shall be parked or stored at any time on any lot except during park deliveries or servicing.</p> <p>8.6 No site shall be used for commercial purposes, for exhibiting items for casual sale, or for parking a commercial type vehicle not designated and used for camping. No unlicensed vehicles or unlicensed drivers shall operate vehicles upon the property. Licensed vehicles which create loud and obnoxious noises shall not be operated upon the property.</p>	<p>8.41 No commercial semi-truck, dump truck or other type of vehicle or commercial storage containers shall be parked or stored at any time on any lot, except for deliveries or for servicing.</p>	Y	N
<p><i>New item</i></p>	<p>8.42 The use of automatic sprinklers, on or off a timer, shall not be used to water the roads for dust. Roads may only be watered with a hand-held water sprayer that is not tied to a post or any other item. Property owners may water the grass with an automatic sprinkler, on or off a timer, for no longer than twenty (20) minutes between daylight and dark.</p>	Y	N
<p>8.15 Signs which advertise a particular lot for sale may not exceed 48 inches in width or 48 inches in height, anything larger must be approved by the River Bend Property Owners Association, Inc. for size, location, and attachment. Signs shall not be placed on any utility system or component, shrubs, trees and shall be placed within the lot boundary. Signs displaying lot ownership shall conform to and be placed inside lot boundary.</p>	<p>8.43 Signs which advertise a particular lot for sale may not exceed twelve (12) inches in width or twelve (12) inches in height, anything larger must be approved by RBPOA Board for size, location, and attachment. Signs shall not be placed on any utility system or component, shrubs, trees and shall be placed within the lot boundary. Signs displaying lot ownership shall conform to and be placed inside lot boundaries.</p>	Y	N
<p><i>New item</i></p>	<p>8.44 A property owner may install an above-ground swimming pool or hot tub on their lot, provided it complies with all applicable rules & regulations of RBPOA and is accessible only to property occupants. Property owners must register their above ground pool with the office and obtain a Pool Permit. The Pool Permit covers the cost of filling the pool and additional use of excessive water. This pertains to pools and/or hot tubs that contain greater than 350 gallons. Property owners are responsible for any persons on their lot using the pool. The park is not responsible for any accidents that occur at a pool on private property.</p>	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<i>New item</i>	8.45 Use of RBPOA swimming pools shall be governed by the RBPOA Swimming Pool Rules, dated June 2025, which are hereby incorporated by reference into this Declaration and made a part hereof as if fully set forth herein. The RBPOA Swimming Pool Rules shall be reviewed and amended by the Board as needed.	Y	N
9 MAINTENANCE ASSESSMENTS	ARTICLE 9 Annual Maintenance and Special Assessments	Y	N
9.1 ANNUAL MAINTENANCE ASSESSMENTS - An annual maintenance assessment is hereby fixed upon each owner based on the number of lots in actual use by such owner, to which services are provided. Actual use is determined by the number of lots that have electrical service in use by the owner or by the number of lots on which the owner has a recreational vehicle or camper. An owner who does not have electrical service to a lot or who does not have a recreational vehicle or camper on a lot will be assessed for one lot. Each lot in actual use will be assessed an annual maintenance fee. Annual maintenance assessments shall be due and payable on or before opening season of each year. No maintenance assessment shall be charged against any lot owned by the River Bend Property Owner Association, Inc.	9.1 <u>Annual Maintenance Assessment Established Property Owners</u> . An annual maintenance assessment is hereby fixed upon each lot within the Development subject to a Tier Membership level as defined below.	Y	N
<i>New item</i>	9.1.1 Tier 1 Memberships are primary lots having the annual maintenance assessment paid by the property owner who is a Member in Good Standing as defined in Paragraph 1.12 of the Bylaws. Tier 1 Memberships have access to all park amenities, facilities and services, which are more fully described in Exhibit "B" of these Declarations.	Y	N
<i>New item</i>	9.1.2 Tier 2 Memberships are property owners who have met the Tier 1 Membership requirement and own additional lots. Tier 2 lots incur a fixed, non-changeable annual assessment of \$25 (twenty-five dollars). Once Tier 1 Membership and Tier 2 Membership requirements have been met, Tier 2 Memberships may utilize park amenities, facilities, and services as detailed in Exhibit 'B' of these Declarations with potential nightly usage fees as stipulated in the Rules & Regulations.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
<i>New item</i>	9.1.3 Tier 3 Memberships are lot(s) not being utilized by the property owner as neither a Tier 1 Membership or a Tier 2 Membership and shall have a fixed annual assessment of \$200 (two hundred dollars) per lot(s). This assessment is perpetual and shall not be altered.	Y	N
9.1 ANNUAL MAINTENANCE ASSESSMENTS - An annual maintenance assessment is hereby fixed upon each owner based on the number of lots in actual use by such owner, to which services are provided. Actual use is determined by the number of lots that have electrical service in use by the owner or by the number of lots on which the owner has a recreational vehicle or camper. An owner who does not have electrical service to a lot or who does not have a recreational vehicle or camper on a lot will be assessed for one lot. Each lot in actual use will be assessed an annual maintenance fee. Annual maintenance assessments shall be due and payable on or before opening season of each year. No maintenance assessment shall be charged against any lot owned by the River Bend Property Owner Association, Inc.	Annual maintenance assessments shall be due one (1) month before the annual open season begins. No maintenance assessment shall be charged against any lot owned by the River Bend Property Owners Association, Inc.	Y	N
9.1a New property owners purchasing property between January through August 1 will be required to pay full assessment. New property owners purchasing property August 2 through December 1 will be required to pay half assessments and will then be billed full assessments before opening season of the following year.	9.2 <u>Annual Maintenance Assessments New Property Owners.</u> Property owners who purchase property between January 1st and July 31st will be required to pay the full annual maintenance assessment on the lot(s) as defined in Paragraph 9.1 above. Property owners who purchase property between August 1st and December 1st will be required to pay half of the annual maintenance assessment for a Tier 1 Membership and the full annual maintenance assessment for a Tier 2 Membership (if applicable) or the full annual maintenance assessment for a Tier 3 Membership. The full annual maintenance assessment will be required going forward on Tier 1 Memberships. The half annual maintenance assessment is only valid for new property owners, not established property owners. Selling a lot ownership interest and repurchasing a lot ownership interest within the current year season is not considered a new property owner, whether it's the same or different lot ownership interest.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
9.4 SPECIAL ASSESSMENTS — If it is determined by River Bend Property Owners Association, Inc. that the annual maintenance assessment is insufficient to cover the actual costs of maintenance, a special assessment may be charged by the River Bend Property Owners Association, Inc. Examples for the need for a special assessment include unforeseen rises in costs or weather-related events that increase the maintenance expenses of the park.	9.3 <u>Special Assessments</u> . If it is determined by the RBPOA Board that the annual maintenance assessment is insufficient to cover the actual costs of maintenance, a special assessment may be charged by the RBPOA Board. Examples for the need of a special assessment include unforeseen rises in costs, unexpected expenditures or weather-related events that increase the maintenance expenses of the park.	Y	N
9.2 PURPOSE OF ASSESSMENTS — The annual maintenance assessment authorized herein may be levied, spent, and used by the River Bend Property Owners Association, Inc. to provide or to contract for the maintenance of roads, charges for pumper truck, water and sewage systems, grounds, refuse collection, electrical power and other services which River Bend Property Owners Association Inc. deems appropriate for daily operation of the park.	9.4 <u>Purpose of Assessments</u> . The annual maintenance assessment authorized herein may be levied, spent, and used by the RBPOA Board to provide or to contract for the maintenance of roads, charges for pumper trucks, water systems, sewage systems, grounds, garbage collection, electrical power for common properties and other amenities, facilities or services which the RBPOA Board deems appropriate for daily operation of the park.	Y	N
9.3 AMOUNT OF ASSESSMENTS - By February of each year River Bend Property Owners Association, Inc. shall establish the amount of the annual assessment for each lot for that year and notify each lot owner of the amount due. The annual assessment shall be based upon the expected actual costs for the purpose of assessments as determined by the River Bend Property Owners Association, Inc.	9.5 <u>Amount of Annual Maintenance Assessments</u> . In December of each year, the RBPOA Board shall establish the amount of the annual maintenance assessment for each lot for the following year and notify each lot owner of the amount to be collected. The annual maintenance assessment shall be based upon the expected actual costs for the purpose of assessments as determined by the RBPOA Board.	Y	N
9.5 REMEDIES FOR NON-PAYMENT OF ASSESSMENTS - The River Bend Property Owners Association, Inc. will refuse to connect utility services (or will disconnect services) to any lot for which the annual assessment has not been paid or any amount due has not been paid by due date each year. River Bend Property Owners Association, Inc. may charge a reconnection fee for resumption of utility services after all delinquent assessments have been paid. In addition, privileges to use common properties will be suspended during the period of time that assessments are delinquent.	9.6 <u>Remedies for Non-Payment of Assessments</u> . The employees, at the direction of the RBPOA Board, will refuse to provide or discontinue amenities, facilities and services, which are more fully described in Exhibit "B" of these Declarations, to any lot for which the annual maintenance assessment, incurred fines, or any other monetary obligations have not been paid by the due date each year, or if privileges have been suspended. A reconnection fee may be charged for resumption of amenities, facilities and services after all delinquent balances have been paid. In addition, privileges to use any common properties and amenities, facilities and services are suspended during the period of time that a delinquent balance remains and may result in Theft of Services and/or Trespassing charges.	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
10. ENFORCEMENT OF RESTRICTIONS	ARTICLE 10 Enforcement	Y	N
The River Bend Property Owners Association, Inc. shall have the right to exercise any remedy at law or equity to compel strict compliance with the Restrictions contained herein. All charges to a lot or property owner by the River Bend Property Owners Association, Inc. for unpaid assessments, work performed upon the real property and disaster repair and restoration and compliance with restrictions shall become in lien against the real property, or personal property sold should the owner fail or refuse to pay charges. Court costs, attorney fees, lien fees, and other expenses incurred by River Bend Property Owners Association, Inc. shall be the obligation of the property owner and enforceable and collectible as any other charges.	Each property owner shall strictly comply with the provisions of the Bylaws, these Declaration of Restrictions and the Rules & Regulations including all amendments. The RBPOA Board shall have the right to exercise any remedy at law or equity to compel strict compliance. All charges to a lot, a property owner, or a property owner's guest that are delinquent for work performed upon the real property, damages to any park property, disaster repair and restoration, or noncompliance with the covenants, conditions and restrictions shall become in lien against the real property, or personal property sold should the property owner fail or refuse to pay any delinquent balances.	Y	N
The River Bend Property Owners Association, Inc. shall have the right to exercise any remedy at law or equity to compel strict compliance with the Restrictions contained herein. All charges to a lot or property owner by the River Bend Property Owners Association, Inc. for unpaid assessments, work performed upon the real property and disaster repair and restoration and compliance with restrictions shall become in lien against the real property, or personal property sold should the owner fail or refuse to pay charges. Court costs, attorney fees, lien fees, and other expenses incurred by River Bend Property Owners Association, Inc. shall be the obligation of the property owner and enforceable and collectible as any other charges.	In the event that the Court system must be used for the purpose of enforcing any of the Bylaws, the Declaration or the Rules & Regulations of RBPOA, then the cost associated with such enforcement, including attorney fees, court costs, lien fees, and other expenses incurred, shall become the responsibility of the property owner if said property owner loses in the judgment.	Y	N
11. SUBDIVIDING LOTS.	ARTICLE 11 Subdividing Lots	Y	N
No lots shall be subdivided or its boundary lines changed.	No lots shall be subdivided or its boundary lines changed.	Y	N
12. EASEMENTS	ARTICLE 12 Easements	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
Easements over the properties for the installation and maintenance of electrical, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant together with the right to grant and transfer same. There is hereby reserved, without further assent or permit, a general easement to Declarant, its agents and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter the property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.	<i>This article has been broken into bullets.</i>		
There is hereby reserved, without further assent or permit, a general easement to Declarant, its agents and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter the property or any portion thereof which is now or hereafter made subject to this Declaration in the proper performance of their respective duties.	12.1 <u>General Easements</u> . A general easement is hereby reserved, allowing the Declarant, its designated agents, employees, and all emergency services, including police, fire, and ambulance, to enter the property to carry out their official functions without requiring additional permission.	Y	N
Easements over the properties for the installation and maintenance of electrical, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant together with the right to grant and transfer same.	12.2 <u>Utility Easements</u> . The Declarant reserves easements over the properties for the installation, maintenance, and repair of utilities and other facilities or amenities, with the right to grant and transfer these easements.	Y	N
<i>New item</i>	12.3 <u>Right of Inspection Easements</u> . The Declarant and its designated agents, shall have the right to enter upon any lot or structure thereon, including but not limited to cabins, bunkhouses, or outbuildings, upon reasonable notice to the Member, for the purpose of inspecting for compliance with the covenants, conditions, and restrictions herein, including but not limited to restrictions on water or plumbing usage. Such entry shall occur at reasonable hours and with due respect for the Members' privacy and property.	Y	N
13. ENVIRONMENTAL CONTROL	ARTICLE 13 Environmental Control	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
River Bend Property Owners Association, Inc. shall carry out the rules and regulations providing for clean, healthful, safe conditions and appearance of each lot. If any owner shall fail to maintain the premises in accordance with the rules and regulations, as well as these restrictions, then River Bend Property Owners Association, Inc. after ten (10) days written notice, shall have the right to enter the premises and take such action as may be reasonably necessary to correct the infraction or improper conditions. The cost of corrective action by River Bend Property Owners Association, Inc. shall become payable by the property owner and enforceable as a charge against the property in accordance with the provisions of this Declaration.	The RBPOA Board shall carry out the Rules & Regulations providing for clean, safe and sanitary conditions and appearance of each lot. If any property owner shall fail to maintain the premises in accordance with the Rules & Regulations, as well as these covenants, conditions, and restrictions, then the RBPOA Board shall have the right to assess the appropriate fine(s) and those shall become payable by the property owner and enforceable as a charge against the property in accordance with the provisions of this Declaration.	Y	N
14. OBLIGATIONS OF LOT OWNERS, AVOIDANCE – TERMINATION	ARTICLE 14 Obligations of Lot Owners	Y	N
14.1 NON-USE OR ABANDONMENT - No owner of a lot interest, through the non-use of the property or professed abandonment of an ownership interest may avoid the maintenance assessments, charges or any other obligations imposed on the owner by this Declaration.	14.1 <u>Non-Use or Abandonment</u> . No owner of a lot interest, through the non-use of the property or professed abandonment of an ownership interest may avoid the annual maintenance assessment, incurred fines, or any other monetary obligations imposed on the property owner by this Declaration.	Y	N
14.2 TRANSFER — Upon the transfer of an ownership interest in a Lot, the transferor shall not be liable for any taxes, charges or maintenance assessments levied with respect to such lot for an assessment year commencing after the date of the recording of the sale. Transferors shall be responsible for payment of all past due assessments before the transferees shall be entitled to use the common property and otherwise enjoy the benefits of being a member of River Bend Park. A potential transferee of an ownership interest should contact River Bend Property Owners Association, Inc. before the transfer is made to determine if the transferor is current or in default of his or her obligation to River Bend Property Owners Association, Inc.	14.2 <u>Transfer</u> . Upon the transfer of a lot ownership interest, the Seller shall not be liable for any annual maintenance assessments, charges or taxes levied with respect to such lot after the date of the recording of the sale. Sellers shall be responsible for payment of all past due annual maintenance assessments, incurred fines, or any other monetary obligations before the date of the recording of the sale in order for the Buyers to be considered a Member in Good Standing and entitled to use all park benefits and amenities, facilities and services. A potential Buyer of a lot ownership interest should contact the RBPOA office before the transfer is made to determine if the Seller is current or in default of any obligation to RBPOA.	Y	N
15. VIOLATION OF THE COVENANTS	ARTICLE 15 Violation of the Covenants	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
No breach of the covenants, conditions, or restrictions herein contained shall defeat or render invalid the lien of the first mortgage or first trust deed made in good faith and for value, but all of such covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure, trustee's sale or otherwise.	No breach of the covenants, conditions, or restrictions herein contained shall defeat or render invalid the lien of the first mortgage or first trust deed made in good faith and for value, but all of such covenants, conditions and restrictions shall be binding upon and effective against any property owner whose title is derived through foreclosure, trustee's sale or otherwise.	Y	N
16. SEVERABILITY	ARTICLE 16 Severability	Y	N
The limitations, restrictions and covenants of these Restrictions shall be deemed independent and severable, and the invalidity of any provisions shall not affect the Validity or Enforceability of any other provision.	The covenants, conditions, restrictions and limitations of this Declaration shall be deemed independent and severable, and the invalidity of any provisions shall not affect the Validity or Enforceability of any other provision. Invalidation of any one or a portion of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.	Y	N
17. REMEDIES CUMULATIVE	ARTICLE 17 Cumulative Remedies	Y	N
No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.	All rights, options and remedies of RBPOA and the Membership under this Declaration are cumulative, and not one of them shall be exclusive of any other, and RBPOA and the Membership shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.	Y	N
18. BINDING — GOVERNING LAW	ARTICLE 18 Binding, Governing Law	Y	N
This Declaration shall bind the parties, their personal representatives, successors and assigns. This Declaration shall be governed by the laws of the State of Arkansas.	This Declaration shall bind the parties, their personal representatives, successors and assigns and shall be governed by the laws of the State of Arkansas.	Y	N
19. PROPERTY OWNERS ASSOCIATION	ARTICLE 19 Property Owners Association	Y	N

Current Declaration Reads:	Proposed Amendment Reads:	Yes	No
19.1 There is hereby created a property owners association, which is called River Bend Property Owners Association, Inc. The members of the association shall be all owners of real property situated within the Development.	19.1 <u>Name of POA</u> . There is hereby created a property owners association, which is called River Bend Property Owners Association, Inc. The members of RBPOA shall be as defined in Paragraph 1.9 to Paragraph 1.12 of the Bylaws.	Y	N
19.2 BYLAWS OF RIVER BEND PROPERTY OWNERS ASSOCIATION, INC. River Bend Property Owners Association, Inc. shall prepare and record with the County Clerk and Ex-Officer Recorder of Sharp County and Fulton County, in Arkansas bylaws for the governance of the property owners association. Such bylaws shall become effective and binding on the members of River Bend Property Owners Association, Inc. when so recorded.	19.2 <u>Bylaws of River Bend Property Owners Association, Inc.</u> River Bend Property Owners Association, Inc. shall prepare and record Bylaws with the County Clerk and Ex-Officio Recorder of Sharp County and Fulton County, Arkansas for the governance of the property owners association. Such Bylaws shall become effective and binding on the property owners of River Bend Property Owners Association, Inc. when so recorded.	Y	N

CERTIFICATION

I, _____, President of River Bend Property Owners Association, Inc. and I, _____, Secretary of River Bend Property Owners Association, Inc., an Arkansas corporation, certify that the foregoing Declaration of Restrictions for River Bend Addition to The Bluffs on Spring River Subdivision, Sharp County and Fulton County, Arkansas, were duly adopted by a majority vote of the Membership of River Bend Property Owners Association, Inc., via postal voting or ballot box voting and presenting the final results at the Membership meeting on the ____ day of _____, _____.

Board President Signature

Board Secretary Signature

Board President Printed Name

Board Secretary Printed Name

Date

Date

STATE OF ARKANSAS

COUNTY OF _____

ACKNOWLEDGMENT

BE IT REMEMBERED, on this ____ day of _____,

before me, a Notary Public, duly commissioned and acting in and for the county and state aforesaid, _____ (RBPOA Board Secretary), personally appeared and has satisfactorily proven to be such person(s) who states and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public on this ____ day of _____, _____.

My Commission Expires:

Notary Public

Exhibit "A"

Block one (1); Plat filed September 2, 1986 in Plat Book 12, Page 99, B-143A, of the Records of the Circuit Clerk and Ex-Officio Recorder of Sharp County, Arkansas:

A part of the South Half, Section 3, Township 19 North, Range 5 West (7.51 acres) and a part of the East Half, Section 4, Township 19 North, Range 5 West, (4.82 acres) all being in Sharp County, Arkansas, more particularly described as follows: Begin at the Northwest corner Section 3, Township 19 North, Range 5 West; thence South 04° 21' 17" East 2763.9 feet to the Southerly right-of-way line of Burlington Northern Railroad, the point of beginning proper; thence along the said railroad right-of-way line as follows: Along a curve to the left with a radius of 1482.66 feet, a distance of 688.84 feet, North 89° 06' East 98.6 feet; thence leave said railroad right-of-way line; thence South 00° 51' East 441.7 feet to the Northerly Bank of Spring River; thence along said bank as follows: North 76° 20' West 146.0 feet; North 53° 01' West 42.5 feet, North 87° 49' West 48.5 feet, North 72° 42' West 103.0 feet, North 89° 17' West 70.5 feet, North 68° 49' West 242.1 feet, South 84° 58' West 150.0 feet, North 86° 27' West 144.7 feet, South 62° 10' West 67.0 feet, North 72° 24' West 80.9 feet, North 61° 55' West 312.34 feet; thence leave said bank of river; thence North 29° 51' East 116.2 feet; thence South 60° 09' East 37.7 feet; thence North 29° 51' East 237.0 feet; thence South 72° 15' East 39.8 feet; thence North 29° 51' East 152.7 feet to the Southerly Railroad right-of-way line; thence along said right-of-way line along a curve to the left with a radius of 1482.66 feet, a distance of 269.15 feet to the point of beginning proper, containing in all 12.33 acres; ALSO

Block two (2); Plat filed September 2, 1986 in Plat Book 12, Page 98, B-151C, of the Records of the Circuit Court Clerk and Ex-Officio Recorded of Sharp County, Arkansas:

Part of the Southeast Quarter of the Northeast Quarter, part of the Northeast Quarter of the Southeast Quarter, and part of the Southwest Quarter of the Northeast Quarter, all in Section 4, Township 19 North, Range 5 West, Sharp County, Arkansas, to wit: From the Northeast corner of said Section 4, run South 04° 21' 17" East along the East line thereof 2763.9 feet to a point on the Southerly right-of-way line of Burlington Northern Railroad Co.; thence run Westerly along said Southerly right-of-way line being a curve to the right, Radius 1482.66 feet, through a central angle of 10° 24', a distance of 269.15 feet to the point of beginning; then run South 29° 51' West 152.70 feet; then run North 72° 15' West 39.80 feet; then run South 29° 51' West 237.00 feet; then run North 60° 09' West 37.70 feet; then run South 29° 51' West 116.20 feet to the right bank upstream Spring River; then run upstream Northwesternly, along said river bank as follows: North 62° 31' West 211.3 feet, then North 48° 22' west 194.2 feet; then North 54° 20' West 116.50 feet; then North 51° 22' West 88.40 feet; then North 65° 23' West 54.0 feet; then North 54° 26' West 125.2 feet; then North 57° 11' West 140.0 feet; then North 51° 37' West 165.5 feet; then North 44° 37' West 123.7 feet; then North 40° 18' West 120.00 feet to a point; then leaving river bank, run North 51° 16' East 120.04 feet; then run South 41° 54' East 7.65 feet; then run North 48° 06' East 278.48 feet; then run South 41° 00' East 223.73 feet; then run South 54° 33' East 600.38 feet; then run South 64° 45' East 93.23 feet; then run South 79° 41' East 319.87 feet to a point on the said Southerly railroad Co. right-of-way line; then run Southeast on a curve to the left, radius 1482.66 feet through a central angle of 02° 08', a distance of 55.21 feet; to the point of beginning, being 12.48 acres; ALSO

Exhibit "A"

Block Three (3); Plat filed in Plat Book 12, Page 101, B-152 of the records of the Circuit Court Clerk and Ex-Officio Recorder of Sharp County, Arkansas:

A part of the Northeast Quarter, Section 4, Township 19 North, Range 5 West, Sharp County, Arkansas, more particularly described as follows: Begin at the Northeast Corner Section 4, Township 19 North, Range 5 West, thence South 04° 21' 17" East 2763.9 feet to the Southerly right-of-way line of Burlington Northern Railroad Company, thence Westerly along said right-of-way line being a curve to the right, with a radius of 1482.66 feet, through a central angle of 28°, a distance of 892.0 feet; thence along a curve to the right with a radius of 1687.2 feet, through a central angle of 13° 43', a distance of 403.91 feet, to the point of beginning; thence South 33° 36' West 117.5 feet; thence South 54° 02' West 165.6 feet; thence South 32° 58' East 73.2 feet; thence South 35° 27' West 177.0 feet; thence North 54° 33' West 112.4 feet; thence North 41° 00' West 243.6 feet; thence South 48° 06' West 278.5 feet; thence North 41° 54' West 7.65 feet; thence South 51° 16' West 120.0 feet to the right bank, upstream, Spring River; thence along said bank as follows: North 36° 33' West 130.8 feet; North 39° 31' West 124.3 feet; North 32° 27' West 113.9 feet, North 25° 01' West 109.6 feet, North 19° 37' West 138.7 feet, North 16° 50' West 119.9 feet, then leaving said River Bank, North 87° 52' East 1109.2 feet, to the westerly right-of-way line of said Railroad; thence along a curve to the left with a radius of 1487.2 feet, through a central angle of 09° 26', a distance of 277.78 feet to the point of beginning proper, being 12.60 acres; ALSO

Block Four (4); Plat filed October 15, 1986 in Plat Book 12, Page 116, B159C, of the Records of the Circuit Court Clerk and Ex-Officio Recorder of Sharp County, Arkansas:

A part of the Northeast Quarter, Section 4, Township 19 North, Range 5 West, Sharp County, Arkansas, more particularly described as follows: Begin at the Northeast corner of said Section 4; thence South 04° 21' 17" East 2763.9 feet to the Southerly right-of-way line of Burlington Northern Railroad; thence along said right-of-way line as follows: along a curve to the right with a radius of 1482.66 feet a distance of 892.0 feet, along a curve to the right with a radius of 1687.2 feet a distance of 681.69 feet to the point of beginning proper; thence South 87° 52' West 1109.2 feet to the Northeastly bank of Spring River; thence along said Bank as follows: North 16° 50' West 101.6 feet, North 07° 22' West 129.9 feet, North 02° 41' East 103.2 feet; North 14° 17' East 145.3 feet, North 29° 11' East 287.1 feet; thence North 35° 54' East 248.1 feet; thence leave said bank of River; thence South 50° 19' East 85.0 feet; thence South 51° 34' East 220.0 feet; thence North 38° 26' East 195.0 feet; thence South 51° 34' East 130.0 feet; thence North 38° 26' East 40.0 feet; thence South 51° 34' East 270.0 feet; thence North 38° 26' East 86.7 feet; thence South 59° 37' East 32.3 feet; thence South 81° 10' East 92.0 feet to the Southerly right-of-way line said Railroad; thence along a curve to the left with a radius of 1687.2 feet a distance of 667.94 feet to the point of beginning proper, containing 19.34 acres; ALSO

Exhibit "A"

Block Five (5): Plat filed June 23, 1987 in Plat Book 12, Page 178, B-182B, of the Records of the Circuit Court Clerk and Ex-Officio Recorder of Sharp County, Arkansas:

A part of the Northeast Quarter, Section 4, Township 19, Range 5 West, Sharp County, Arkansas, more particularly described as follows: Begin at the Northeast Corner said Section 4; thence South 85° 31' 48" West 98.0 feet to the Westerly right-of-way line of Burlington Northern Railroad, the point of beginning proper; thence along said right-of-way as follows: South 38° 51' West 179.8 feet; thence along a curve to the left with a central angle of 10° 30' and a radius of 2342.53 feet a distance of 429.27 feet; thence along a curve to the left with a central angle of 13° 50' and a radius of 1687.2 feet a distance of 407.34 feet; thence leave said right-of-way line; thence North 81° 10' West 92.0 feet; thence North 59° 37' West 32.3 feet; thence South 38° 26' West 86.7 feet; thence North 51° 34' West 270.0 feet; thence South 38° 26' West 40.0 feet; thence North 51° 34' West 220.0 feet; thence North 50° 19' West 85.0 feet to the Easterly bank of Spring River; thence along said bank as follows: North 37° 47' East 140.0 feet, North 46° 33' East 304.2 feet, North 40° 29' East 200.2 feet, North 54° 28' East 51.8 feet, North 60° 05' East 78.1 feet, North 64° 38' East 135.3 feet to the North line said Northeast Quarter, Section 4; thence leave said River Bank along the North line Section 4 North 85° 31' 48" East 707.2 feet to the point of beginning proper, containing 14.77 acres; ALSO

Block Six (6): Plat filed June 29, 1987 in Plat Book 12, Page 188, B-188A of the Records of the Circuit Court Clerk and Ex-Officio Recorder of Sharp County, Arkansas:

A part of the South Half of Section 3, Township 19 North, Range 5 West, Sharp County, Arkansas, more particularly described as follows: begin at the Northwest Corner of said Section 3, Township 19 North, Range 5 West; thence South 04° 21' 47" East 2763.9 feet along the West line of said Section 3 to the Southerly right-of-way line of Burlington Northern Railroad; thence along said railroad right-of-way as follows: Along a curve to the left with a radius of 1482.66 feet a distance of 688.41 feet, North 89° 06' East 479.9 feet to the point of beginning proper; thence continue along said railroad right-of-way as follows: North 89° 06' East 60.1 feet along a curve to the left with a radius of 1769.39 feet a distance of 308.83 feet, North 78° 47' East 506.7 feet along a curve to the right with a radius of 1222.26 feet a distance of 1043.44 feet; thence South 37° 42' West 18.2 feet to the Northerly Bank of Spring River; thence along said Bank as follows: South 86° 19' West 263.3 feet, North 71° 03' West 79.2 feet, South 67° 32' West 65.5 feet, South 25° 00' West 116.4 feet, South 61° 45' West 195.0 feet, South 74° 41' West 286.8 feet, South 78° 48' West 280.1 feet, South 83° 34' West 287.9 feet, South 86° 19' West 160.2 feet South 89° 40' West 313.9 feet; thence leave said bank of river, thence North 52° 48' West 71.7 feet, thence North 09° 24' West 123.2 feet; thence North 00° 04' West 170.2 feet; thence North 28° 01' East 65.8 feet; thence North 52° 25' East 183.0 feet to the point of beginning proper, containing 19.71 acres; ALSO

Exhibit "A"

Block Seven (7); Plat filed April 25, 1988 in Plat Book 13, Page 70, B-216D; of the Records of the Circuit Court Clerk and Ex-Officio Recorder of Sharp County, Arkansas:

A part of the Northeast Quarter, Section 4, Township 19 North, Range 5 West, Sharp County, Arkansas, more particularly described as follows: From the Southeast corner of the Southeast Quarter, Southeast Quarter, Section 33, Township 20 North, Range 5 West, thence South 85° 31' 48" West 487.4 feet along the Sharp-Fulton County line to the point of beginning proper; thence South 65° 30' West 206.2 feet; thence North 28° 13' West 77.2 feet to the Sharp-Fulton County line; thence North 85° 31' 48" East 224.8 feet along said County line to the point of beginning proper, containing 0.18 acres; ALSO

Block Seven (7); Plat filed September 8, 1987 in Plat Book 4, Page 145, of the records of the Circuit Clerk and Ex-Officio Recorder of Fulton County, Arkansas:

A part of the Southeast Quarter, Southeast Quarter, Section 33, Township 20 North, Range 5 West, Fulton County, Arkansas, more particularly described as follows: Begin at the Southeast corner of the Southeast Quarter, Southeast Quarter, Section 33, the point of beginning proper; thence South 85° 31' 48" West 712.2 feet to the Southeasterly bank of Spring River; thence along said bank as follows: North 64° 38' East 197.6 feet, North 74° 36' East 441.0 feet, North 73° 55' East 95.1 feet, to the East line of said Southeast Quarter, Southeast Quarter, Section 33, thence South 04° 54' 45" East 173.3 feet along said East line to the point of beginning proper, containing 1.62 acres and beginning subject to a County Road easement as shown on Plat of Survey; ALSO

Block Eight (8); Plat filed August 16, 1988 in Plat Book 13, Page 109, B-227B of the Records of the Circuit Court Clerk and Ex-Officio Recorder of Sharp County, Arkansas:

Part of the South Half of the Northwest Quarter, Section 3, Township 19 North, Range 5 West, Sharp County, Arkansas, to wit: From the Northwest corner of said Section 3, run North 85° 25' 34" East 37.20 feet to a point in a County Gravel Road; then along said Road as follows: South 38° 51' West 244.80 feet; then South 37° 11' West 220.85 feet; then South 15° 44' West 182.30 feet; then South 05° 30' West 182.60 feet; then South 14° 55' East 594.50 feet; then South 44° 08' East 147.80 feet; then South 66° 05' East 208.80 feet; then North 88° 38' East 687.70 feet; then South 77° 34' East 100.00 feet; then South 49° 49' East 91.00 feet to the point of beginning; then continuing in said Road, run South 40° 00' East 494.60 feet; then run South 54° 48' East 581.50' feet; then leaving said road, run South 64° 21' West 266.00 feet; then run South 52° 00' West 278.00 feet; then run South 05° 21' East 247.60 feet to the Northerly right-of-way line of Burlington Northern Railroad Co.; then run South 89° 06' West along said Northerly Railroad Co. right-of-way line 314.50 feet; then run along a creek as follows: North 00° 54' West 113.10 feet; then North 06° 57' West 259.00 feet; then North 53° 31' West 174.50 feet; then North 04° 26' East 229.50 feet then North 18° 57' East 223.10 feet; then North 06° 50' East 341.70 feet to the point of beginning, being 11.61 acres; ALSO

Exhibit "A"

Block Nine (9); Plat filed September 28, 1989 in Plat Book 14, Page 67, B279 of the Records of the Circuit Court Clerk and Ex-Officio Recorder of the Sharp County, Arkansas:

A part of the West Half of Section 3 (21.65 acres) and part of the Northeast Quarter of Section 4 (3.81 acres) all in Township 19 North, Range 5 West, Sharp County, Arkansas, being more, particularly described as follows: From the Northwest corner of said Section 3 run North 85° 25' 34" East 37.20 feet to a point in a County Gravel Road; then along said Road as follows: South 38° 51' West 244.80 feet, then South 37° 11' West 220.85 feet, then South 15° 44' West 182.30 feet, then South 05° 30' West 182.60 feet, then South 14° 55' East 594.50 feet, then South 44° 08' East 147.80 feet, then South 66° 05' East 208.80 feet, then North 88° 38' East 148.50 feet; then leaving said road run South 01° 22' East 25.0 feet to the South right-of-way line of afore said County Road, the point of beginning; then along said County Road right-of-way as follows: North 88° 38' East 558.60 feet, then South 77° 34' East 86.3 feet, then South 49° 49' East 107.2 feet to the centerline of a creek; then along said Creek centerline as follows, run South 06° 50' West 307.4 feet, then South 18° 57' West 223.1 feet, then South 04° 26' West 229.5 feet, then South 53° 31' East 174.5 feet, then South 06° 57' East 259.0 feet, then South 00° 54' East 113.1 feet to the Northerly right-of-way line of Burlington Northern Railroad Company; then along said Railroad Northerly right-of-way line as follows: run South 89° 06' West 152.1 feet, then along a curve to the right with a central angle of 42° 54' and a radius of 1382.66 feet, a distance of 1035.20 feet, then leaving said Northerly Railroad right-of-way, run North 42° 00' East 130.00 feet; then run North 44° 17' West 163.1 feet; then run North 49° 28' East 21.9 feet; then run North 01° 22' West 380.0 feet; then run North 88° 38' East 355.0 feet; then run North 01° 22' West 325.0 feet to the point of beginning, being 25.46 acres; ALSO

Block Ten (10); Plat filed August 17, 1990 in Plat Book B, Page 327B of the Records of the Circuit Court Clerk and Ex-Officio Recorder of Sharp County, Arkansas:

A part of the Northeast Quarter of Section 4 in Township 19 North, Range 5 West, Sharp County, Arkansas to wit: From the Northeast corner of said Section 4, run North 85° 25' 34" East 37.20 feet to a point in a County Gravel Road; then along said road as follows: South 38° 51' West 244.80 feet, then South 37° 11' West 220.85 feet, then South 15° 44' West 182.30 feet then South 05° 30' West 182.60 feet, then South 14° 55' East 594.50 feet, then South 44° 08' East 147.80 feet, then South 66° 05' East 208.80 feet. Then North 88° 38' East 148.50 feet, then leaving said road run South 01° 22' East 350.0 feet, then run South 88° 38' West 355.0 feet to the point of beginning; then run South 01° 22' East 380.0 feet, then run South 49° 28' West 21.9 feet, then run South 44° 17' East 163.1 feet; then run South 42° 00' West 130.0 feet to the Northeasterly right-of-way line of Burlington Northern Railroad Co., then along said Railroad Northeasterly right-of-way line as follows: run along a curve to the right with a central angle of 17° 06' and a radius of 1382.66 feet; a distance of 412.64 feet; then along a curve to the right with a central angle of 10° 54' and a radius of 1637.2 feet, a distance of 311.52 feet; then leaving said Northeasterly railroad right-of-way line, run North 88° 38' East 375.7 feet to the point of beginning, being 3.27 acres.

Exhibit "B"

Tier Membership Amenities, Facilities, Privileges, Rights & Services	Tier 1	Tier 2 (No Nightly Rental)	Tier 2 (With Nightly Rental)	Tier 3	Tier 4 (Members Not in Good Standing)
Member with passes	✓		¹ ✓		
Member Guest with passes	✓	² ✓	² ✓		
Up to 6 gate openers	✓				
Usage of all Roads	✓	✓	✓		
Water hookups	✓		³ ✓		
Garbage dumpster usage	✓	✓	✓		
Wastewater collection	✓		✓		
Wastewater dump station usage	✓		✓		
3 Free Friday wastewater collections	✓				
Bath house usage	✓	✓	✓		
Pool usage	✓	✓	✓		
Playground usage	✓	✓	✓		
River access point usage	✓	✓	✓		
Honey Hole access usage	✓	✓	✓		
Community Center usage	✓				
Attend/Participate in park functions	✓	² ✓	² ✓		
Attend/Vote at membership meetings	✓				
Attend Board meetings	✓				
Winter Parking on Hill with Permit	↓Nov - May				
Access to Facebook Group	✓				
Access to Meeting Minutes	✓				
Access to Financial Information	✓				

Most direct route to & from gate & property owner lot				✗	✗
Only 1 gate opener & must be purchased				✗	✗
If ANY park facilities or amenities are used, Theft of Service and/or Trespassing charges will be filed				✗	✗

- ✓ Available Mid-March to End of November Only
 ✓ Available all year
 ✗ Only Access Allowed to Tier 3 & Tier 4
- ¹Member must be present
²Must have Guest Pass from Member
³Turned on after Nightly Rental Fee paid

Winter Off Season Waiver and Release of Liability Agreement

Date:	Winter Season: _____		
Members	Start Date:		
	End Date:		
Name(s):			
Members	Lot:		
Phone(s):	Block:		

This Waiver and Release of Liability ("Waiver") is made as of the date first written above by and between River Bend Property Owners Association, Inc. (hereinafter referred to as "RBPOA") and the Member(s) listed above (hereinafter referred to as "Member").

WHEREAS, during the Winter Off Season, RBPOA does not provide amenities, facilities and services listed on Exhibit "B" of the Declarations with a green non boxed check mark ("✓"), but Member desires to utilize their property;

NOW, THEREFORE, the parties agree as follows:

1. Member acknowledges that utilizing their property in the Winter Off Season carries inherent risks due to possible freezing temperatures with no amenities, facilities and services being provided by RBPOA.
2. Member acknowledges that they are solely responsible for obtaining water and wastewater collection services. Property owners should use a licensed wastewater collection company to collect the wastewater from the gray and black holding tanks.
3. Member acknowledges that RBPOA is not responsible for any theft, loss or damages incurred during their stay in the Winter Off Season.
4. Member hereby releases, waives, discharges, and covenants not to sue RBPOA, its officers, directors, employees, agents, and representatives, from any and all liability for any and all claims, demands, actions, causes of action, damages, costs, and expenses (including attorney's fees and court costs) of any kind whatsoever, known and unknown, arising out of or in any way connected with the utilization of their property.

This Waiver constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or simultaneous communications and proposals, oral and written.

By signing this Waiver, Member confirms they have read and agreed to abide by the Bylaws, Declaration of Restrictions, Rules & Regulations and other set policies of RBPOA, a copy of which can be found at the office or on the official RBPOA website.

I have read the above carefully, I clearly understand and voluntarily sign this Waiver and Release of Liability agreement.

Member Signature	RBPOA Representative Signature
Member Printed Name	RBPOA Representative Printed Name
Date	Date

Swimming Pool Rules

POOLS WILL BE OPEN

Memorial Day to Labor Day

POOL CAPACITY

65

POOL HOURS

Sunday	8:00 a.m. to 9:00 p.m.
Monday	Closed for Maintenance (except Holidays)
Tuesday	8:00 a.m. to 9:00 p.m.
Wednesday	8:00 a.m. to 9:00 p.m.
Thursday	8:00 a.m. to 9:00 p.m.
Friday	8:00 a.m. to 11:00 p.m.
Saturday	8:00 a.m. to 11:00 p.m.

ADULT SWIM HOURS

No one under the age of 18 is allowed at the block 9 pool during listed Adult Swim time hours.

Friday: 8:00 p.m. to 11:00 p.m.
Saturday: 8:00 p.m. to 11:00 p.m.

1. **WARNING: NO LIFE GUARD ON DUTY.** Pool use is at your own risk. RBPOA assumes no liability for injuries or damages and is not responsible for personal property or valuables at any time.
2. **NO DIVING IN WATER LESS THAN 6 FEET.**
3. Only Members in Good Standing may use the pools. A Member NOT in Good Standing may NOT be a guest of another Member.
4. No Member or their guest shall behave in such a manner as to jeopardize the safety, health and enjoyment of themselves and other Members within one hundred feet (100') of the pool area.
5. The gate must be closed at all times. Cameras will be reviewed if the gate is left propped open.
6. Cameras will be reviewed when damage to the pool, fixtures or equipment is found or reported. The property owner is responsible for payment to fix any damage caused by them or their guests.
7. The pool will close when severe weather is present, including thunder, lightning, or rain so heavy it obscures the pool bottom. The pool will remain closed for at least thirty (30) minutes after the last thunder or lightning strike.
8. Members should shower before each entrance into the pool, especially if you:
 - a. have been swimming in natural water like the river or lake,
 - b. applied lotions or oils to your skin or hair,
 - c. used sunscreen or suntan lotion or oil,
 - d. are sweaty and/or dirty,
 - e. used the restroom,
 - f. changed a diaper,
 - g. have used any other products that could impact water quality.
9. No pets, or any animals, are allowed inside the fenced pool area, except for service animals for the physically impaired. Emotional support animals are not recognized as service animals under the Americans with Disabilities Act. For service animals, two questions may be asked: Is the animal required because of a disability and what work or task has the animal been trained to perform?
10. Only proper swimwear is permitted in the pool. Cut-offs, gym shorts or undergarments are not considered appropriate swimwear.
11. Children age twelve (12) and under must be accompanied, and actively supervised, by a responsible adult, 18 years old or older. Children must not be left unattended.

RBPOA Swimming Pool Rules (cont'd)

12. Children age seven (7) and under must have a responsible adult, 18 years old or older, in the pool with them at all times. Children must not be left unattended.
13. Children age two (2) and under must be accompanied by their parent or guardian in the pool with them at all times. Children must not be left unattended.
14. When in the pool, children age two (2) and under, or any child not fully potty-trained, must use a swim diaper or leak proof plastic pants. Disposable diapers are not allowed. Diapers must be changed and disposed of outside the fenced pool area.
15. Spitting, spouting of water, blowing your nose or urinating in the pool is prohibited.
16. Any person with sore or inflamed eyes, open blisters, cuts, a cold, nasal or ear discharge, a communicable disease, a contagious or infectious health condition, or is wearing any kind of bandage or band-aid should not use the pool.
17. Any person who is experiencing even a mild case of diarrhea may not use the pool.
18. Following any evidence involving bodily waste or fluids found in the pool, it must be closed for forty-eight (48) hours for a thorough disinfection process. Please report any incidents immediately so that a safe swimming environment can be maintained.
19. No food or drink of any kind may be brought into the pool.
20. Gum chewing is not allowed inside the fenced pool area for health and safety reasons.
21. **Alcoholic beverages,**¹ illegal or illicit drugs, smoking, vaping, chewing tobacco, glass containers or articles, sharp metal or other hazardous objects are not allowed inside the fenced pool area.
22. Persons under the influence of alcohol or drugs are not allowed in the pool.
23. No nudity, indecent exposure or improper conduct causing undue disturbances is allowed within one hundred feet (100') of the pool area.
24. No abusive, foul or profane language, vulgar music or any acts which would endanger Members or their guests is allowed within one hundred feet (100') of the pool area.
25. Headphones must be worn when listening to musical or entertainment devices.
26. Hanging, jumping, sitting, standing or using the safety rope as a flotation device is strictly prohibited. To prevent damage to the safety rope's effectiveness, always pass under it.
27. Boisterous play, unreasonable noise, pushing, roughhousing, running, shoving, snapping of towels, wrestling, yelling or other activities that infringe on other Members is not allowed inside the fenced pool area.
28. Acrobatics, cannonballs, diving in shallow water, dunking, jumping haphazardly or excessive splashing is not allowed in the pool.
29. No bikes, roller blades, scooters or skateboards are allowed inside the fenced pool area.
30. Toys that shoot water, inner tubes or oversized flotation devices are not allowed inside the fenced pool area.
31. The use of small pool toys, balls or small flotation devices (like pool noodles) is allowed and must be used with respect for the other Members present.
32. All refuse must be picked up before departure. Please be responsible and courteous and clean up around the pool area.

Non-compliance with any swimming pool rule may result in the Member and their guests being asked to leave the pool area.

¹ During Adult Swim time hours, alcoholic beverages shall be put into a plastic cup and may be brought inside the fenced pool area, but not in the pool.