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**Document prepared by and  
after recording, return to:**

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**River Bend Property Owners  
Association, Inc.  
PO Box 337  
Hardy, AR 72542**

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**DECLARATION OF RESTRICTIONS  
FOR  
RIVER BEND ADDITION TO THE BLUFFS ON SPRING RIVER SUBDIVISION  
SHARP COUNTY AND FULTON COUNTY, ARKANSAS**

These Declaration of Restrictions, as approved on \_\_\_\_\_, \_\_\_\_\_, 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 and become effective on January 1, 2026, 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corrections and restatements thereto, shall supersede all previous Declaration of Restrictions, which are hereby repealed.

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 \_\_\_\_\_, \_\_\_\_\_ 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.

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## ARTICLE 1

Identification of the original Declaration is combined with Article 2,  
revising Article 2 Recitals to reflect the combined and reformatted content.

## ARTICLE 2

### Recitals

#### WITNESSETH

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.

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.

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.

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.

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.

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.

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.

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.

WHEREAS, on \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_\_, page \_\_\_\_\_ AND as recorded in the office of the County Clerk and Ex-Officio Recorder of Fulton County, Arkansas in book \_\_\_\_\_, page \_\_\_\_\_.

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.

### ARTICLE 3 Definitions

In addition to the terms elsewhere defined, including the Bylaws, the following terms shall have the following meanings whenever used in this Declaration:

- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 3.15 Gender and Grammar. 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.
- 3.16 Captions. 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.

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ARTICLE 4  
Property Subject to Declaration

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.

ARTICLE 5  
Effective Date and Term

- 5.1 Effective Date. 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.
- 5.2 Term. 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.

ARTICLE 6  
"New Construction" of the original Declaration is deleted in its entirety.

ARTICLE 7  
Restrictions on Occupancy and Use

- 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.
- 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.
- 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.
- 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.



- 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.

## ARTICLE 8 Exclusive Occupancy Rights and Obligations

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.

- 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:
- 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.
  - 8.1.2 Are issued Property Owner and Guest passes. Additional guest passes or visitor passes may be obtained from the RBPOA office.
  - 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.
  - 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.
  - 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.
- 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.
- 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.

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- 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.
- 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.
- 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 aide identification for recovery or removal after a flood, wastewater collection services, vendor supply deliveries, etc.
- 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.
- 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.
- 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.
- 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.
- 8.11 No property owner shall alter, modify, adjust, convert or transform any park water equipment or any park owned heavy equipment.
- 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.
- 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.
- 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.



- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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- 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.
- 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.
- 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.
- 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.
- 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)
- 8.31 Licensed or unlicensed conveyance vehicles which create loud and obnoxious noises shall not be operated within the park during quiet time hours.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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).
- 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.
- 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.
- 8.40 No lot shall be used for commercial purposes or for exhibiting items for casual sale.
- 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.
- 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.
- 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.
- 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.
- 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.

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ARTICLE 9  
Annual Maintenance and Special Assessments

9.1 Annual Maintenance Assessment Established Property Owners. An annual maintenance assessment is hereby fixed upon each lot within the Development subject to a Tier Membership level as defined below.

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.

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.

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.

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.

9.2 Annual Maintenance Assessments New Property Owners. 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.

9.3 Special Assessments. 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.

9.4 Purpose of Assessments. 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.

- 9.5 Amount of Annual Maintenance Assessments. 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.
- 9.6 Remedies for Non-Payment of Assessments. 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.

#### ARTICLE 10 Enforcement

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 covenances, 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.

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.

#### ARTICLE 11 Subdividing Lots

No lots shall be subdivided or its boundary lines changed.

#### ARTICLE 12 Easements

- 12.1 General Easements. 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.
- 12.2 Utility Easements. 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.



- 12.3 Right of Inspection Easements. 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.

## ARTICLE 13 Environmental Control

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.

## ARTICLE 14 Obligations of Lot Owners

- 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 annual maintenance assessment, incurred fines, or any other monetary obligations imposed on the property owner by this Declaration.
- 14.2 Transfer. 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.

## ARTICLE 15 Violation of the Covenants

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.

## ARTICLE 16 Severability

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.



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ARTICLE 17  
Cumulative Remedies

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.

ARTICLE 18  
Binding, Governing Law

This Declaration shall bind the parties, their personal representatives, successors and assigns and shall be governed by the laws of the State of Arkansas.

ARTICLE 19  
Property Owners Association

- 19.1 Name of POA. 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.
- 19.2 Bylaws of River Bend Property Owners Association, Inc. 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.

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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 President) and  
\_\_\_\_\_  
(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 Northwesterly, 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

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*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 Northeasterly 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

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*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 Recorded 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 130.0 feet; thence South 38° 26' West 195.0 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



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*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	✓		<sup>1</sup> ✓		
Member Guest with passes	✓	<sup>2</sup> ✓	<sup>2</sup> ✓		
Up to 6 gate openers	✓				
Usage of all Roads	✓	✓	✓		
Water hookups	✓		<sup>3</sup> ✓		
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	✓	<sup>2</sup> ✓	<sup>2</sup> ✓		
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 <b>ANY</b> 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

<sup>1</sup>Member must be present

<sup>2</sup>Must have Guest Pass from Member

<sup>3</sup>Turned on after Nightly Rental Fee paid