

CERTIFICATE OF RECORD
Record Book
Filed: 11/15/2019 11:22 am
Pages: 16 (17891-17906)
Sharp County Arkansas
Alisa Black Circuit Clerk & Recorder

FILED Doc I.D:
2019-4851
11/15/2019
10:49 AM
VICKIE BISHOP
Circuit Clerk
FULTON County, AR
1 of 13

Document Prepared by: B. Meadows D.C.
River Bend Property Owners
Association, Inc.
P. O. Box 337
Hardy, Ar. 72542



Vickie Bishop

**RIVER BEND ADDITION TO
THE BLUFFS ON SPRING RIVER SUBDIVISION
CORRECTION TO DECLARATION OF RESTRICTIONS**

STATEMENT: This correction to Declaration of Restrictions is made this date by River Bend Property Owners Association, Inc., a corporation organized under the statutes 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.

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.

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.

2.RECITALS

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.

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.

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.

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.

3. DEFINITIONS. In addition to the terms elsewhere defined the following terms shall have the following meanings whenever used in this Declaration:

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.

3.2 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.

3.3 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.

3.4 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.

3.5 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 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.

3.7 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.

3.8 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.

3.9 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.

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, 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.

5.EFFECTIVE DATE AND TERM

5.1 EFFECTIVE DATE – These Restrictions shall become effective when recorded in either Sharp County, Arkansas or Fulton County, Arkansas.

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.

6. Paragraph 6 of the original Declaration is deleted in its entirety.

7. RESTRICTIONS ON OCCUPANCY AND USE – 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.

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.).

8. EXCLUSIVE OCCUPANCY RIGHTS AND OBLIGATIONS. 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.

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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

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.

8.9 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.

8.10 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.

8.11 No hunting or shooting of firearms, bows and arrows, blow guns, B-B guns, pellet guns or the like is permitted upon the property.

8.12 No commercial trucks shall be parked or stored at any time on any lot except during park deliveries or servicing.

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.

8.14 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.

8.15 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.

8.16 No person other than the River Bend Property Owners Association, Inc. may modify park owned boxes or other utilities.

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.

9 MAINTENANCE ASSESSMENTS

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.

9.1a 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 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.

9.3 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.

9.4 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.

9.5 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.

10 .ENFORCEMENT OF RESTRICTIONS – 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.

11. SUBDIVIDING LOTS. No lots shall be subdivided or its boundary lines changed.

12. EASEMENTS – 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.

13. ENVIRONMENTAL CONTROL – 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.

14. OBLIGATIONS OF LOT OWNERS, AVOIDANCE – TERMINATION

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.

14.2 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.

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 owner whose title is derived through foreclosure, trustee's sale or otherwise.

16. SEVERABILITY – 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.

17. REMEDIES CUMULATIVE – No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18. BINDING – GOVERNING LAW – 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.

19. PROPERTY OWNERS ASSOCIATION

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.

19.2 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.

Dated this the _____ day of _____

River Bend Property Owners
Association, Inc.

By: _____ President

ATTEST:

DeAnn Rucker, Secretary

11/12/2019, Date

STATE OF ARKANSAS)
) ss ACKNOWLEDGMENT
COUNTY OF Craighead)

On this the 12th day of November 2019, before me, a Notary Public in and for the State of Arkansas and the County of Craighead personally appeared and as President and Secretary of River Bend Property Owners Association, Inc., an Arkansas Corporation, and known to me or proved by satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged their execution of the same for the purposes contained therein.

Witness my hand and seal Regina L. McGuire Notary Public

My Commission expires 07/15/2029



Exhibit "A" of Declaration Of Restrictions of River Bend Addition to the Bluffs of Spring River

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.

Block two (2); Plat filed September 2, 1986 in Plat Book 12, Page 98, B-151, 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.

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 34° 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 in Plat Book 12, Page 116, B159, 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.

Block Five (5); Plat filed in Plat Book 12, Page 178, B-159, 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 in Plat Book 12, Page 188, B-188, Page 188 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.

Block Seven (7); Cabinet 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.

Block Eight (8); Plat filed 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.

Block Nine (9); Plat filed in Plat Book 14, Page 67 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.

Block Ten (10); Plat filed 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 "A" of Declaration Of Restrictions of River Bend Addition to The Bluffs on Spring River

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.