

**PROTECTIVE COVENANTS
FOR RIVER ON THE BEND COMMUNITY
FRANKLIN COUNTY, ARKANSAS**

WHEREAS, Mulberry River Investments, LLC, an Arkansas limited liability company (the "Seller") has recently purchased 148.75 acres more or less located in Section 35, Range 12, Township 27 located in Franklin County, Arkansas with a more specific legal description as follows:

(NEED LEGAL) (the "Property")

WHEREAS, Seller intends to sell a number of lots on the property, the property shall be known as River on the Bend (the "Property") that shall be governed by Protective Covenants created by the Seller that shall be governed by owners of lots and portions of the Property that are purchased from the Seller; and

WHEREAS, the Seller intends to place specific Protective Covenants to protect the value of the Seller's remaining unsold lots/Property and the owners of each of the lots that are purchased from the Seller; and

NOW, THEREFORE, for One Dollar (\$1.00) and other valuable consideration the sufficiency of which is hereby acknowledge does hereby place the foregoing Protective Covenants and Restrictions dated November 7th, 2025 (the "Covenants") on all of the Property owned by the Seller as follows:

**SECTION I
IMPOSITION OF COVENANTS ON THE PROPERTY AND LOTS**

1. Seller hereby imposes these Covenants as set forth herein on the entire Property and it shall be imposed on any lot created out of the Property (the "Lot(s)"), which shall run with the land and bind any owner/purchaser ("Owner") of any portion of the Property/Lot perpetually.

2. The Covenants are necessary and desirable to establish uniform plan for the Property and the use and the benefit of all purchasers of a Lot.

3. A purchaser agrees to be bound by the Covenants and agrees that failure to comply may subject him/her to monetary damages and/or injunctive relief to the Seller, or to another purchaser of a Lot.

**SECTION II
CONSTRUCTION AND MAINTENANCE STANDARDS**

1. Each Residence and Structure built or installed on the Property and/or Lot shall meet the following Requirements:

a. *No subdivision.* A Lot shall not be subdivided into smaller lots without the express written permission of the Seller.

b. No Lot or any part of a lot may be leased for any use other than to occupy by a single family per lot. In the event any Owner leases any Residence or Lot if no Residence

exists, the Owner shall inform their tenant of these Covenants and the Owner shall be responsible for ensuring that any such tenant remains in compliance with the Covenants.

c. *Location of Residence or Structure on Lot.* No Residence or other Structure authorized herein may be located within 40 feet of any lot line.

d. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be fully repaired within Two Hundred and Seventy (270) days. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within One Hundred and Fifty (150) days and the Lot must be restored to a clean and attractive condition.

e. *Septic Systems.* Each Owner of a Lot shall be responsible for ensuring that his/her respective septic system complies with all the applicable codes and is operating properly at all times as required by the Arkansas Department of Health.

f. *Municipal water system is located on the site, it's up to each individual lot owner to contact Watalula Water Systems and at their expense make arrangements for utilities.*

2. Building Materials for Residences and Structures

a. *Air Conditioning.* No Residence shall have a window air conditioner. Provided however, a mini-split unit that heats and cools is allowed for Residence or Structures.

b. *Structure.* No shop light structure that is used as living quarters is permitted.

3. Lights and Sound

a. All exterior lighting of a Residence or Structure shall be limited in intensity and shielded and hooded so that it is visually subordinate to the surrounding landscape, and such outdoor lighting shall not be left on unless in use by persons present, such as motion sensitive lighting.

b. No sounds shall be emitted which are unreasonably loud or ongoing. Noisemaking devices such as well pumps and generators shall be housed in structures and soundproofed to the maximum extent reasonably possible.

4. River Bank Lot Rules

a. The references herein to the "River" shall mean the Mulberry River as it flows through the area.

b. Grading equipment shall not be used within 20 feet of the River's ordinary highwater mark. A Lot Owner may engage in selective pruning of invasive vines and may clear the minimum vegetation necessary to create a foot path fo access to the River. There shall be no structures along the River's bank that impeded normal stream flows.

Formatted: Font: Not Bold

- c. Any Residence or Structures constructed along the River are required to be built on stilts at a minimum of 3' above the River's highwater mark.
- d. All Federal, State, and local laws and permitting required to build along a River must apply.
- e. Decisions regarding the Property Lot must be made with approval of 2/3 vote of all the Lot owners. Or a simple majority of the Mulberry River LLC partners. Once the Mulberry River LLC Partners have a minority acreage interest, decisions will revert to strictly 2/3 vote of all the Lot owners.

SECTION III USE AND ACTIVITIES ON LOTS

1. **Permitted Use.** Each Lot shall be used only for Single Family residential use, including Short Term Rental in compliance with applicable State and Federal laws and any local ordinances, if any.
2. **Prohibited Activities.** The following activities are hereby specifically Prohibited on a Lot:
 - a. Any activity that is otherwise prohibited or is considered illegal by Federal or Arkansas law or local ordinances;
 - b. Installing a mobile home, , Recreational Vehicles (including but not limited to a motor home, travel trailer or campers), on a Lot. A Lot Owner can store their Recreational Vehicle on their Lot, but at no time shall the Recreational Vehicle be used for residential purposed while stored on the Lot;
 - c. Any nuisance, noxious or offensive activity as determined by either Federal or Arkansas law
 - d. The Grass and weeds on any Lot shall be neatly cut and shall not be allowed to exceed twelve (12) inches from the ground surface;
 - e. No Recreational Vehicle, tent, shack, garage, or other Structure shall at any time be used as a residence temporarily or permanently.
 - f. No automobile, truck, bus, tractor, or other vehicle shall be left inoperative on any part of a Lot, nor on any Community street;
 - g. Motorcycles, 4-wheel drive, all-terrain vehicles, motor driven dirt bikes, or any other vehicles shall be allowed but not operated in the Community in a way that creates an unreasonable disturbance to other Lot Owners;
 - h. Any storage of hazardous materials or storage of building materials except during the actual construction or renovation of a Residence or Structure on the Lot;

i. No owners shall attempt any exploration for or extraction of minerals on any portion of a Lot;

j. The renting of a portion of a Residence or Structure for any period longer than Twenty-One (21) consecutive days;

k. The display of any sign on the Lot. Provided however, a sign that advertises the Lot or Residence for sale or rent, which shall not exceed five square feet. Further a Lot Owner may post a Political sign that shall not exceed five square feet as long as it is not prohibited by Arkansas law.

l. A Lot Owner shall not interfere with a drainage pattern contrary to Arkansas law;

m. There shall be no Hunting or shooting on a Lot. Provided, should a Lot Owner feel threatened for his or her safety or guest safety, then shooting shall be allowed in this limited circumstance;

1. *Judicial Enforcement.* A Lot Owner may bring an action against another Lot Owner to enforce or enjoin a violation of the Restrictive Covenants, including but not limited to judicial actions for damages, prohibitory injunctions, mandatory injunctions, or any other remedy allowed the laws of the State of Arkansas.

2. *Costs, Attorney's Fees, and Expenses.* If any other Lot Owner must enforce these restrictions against a Lot Owner, the offending Lot Owner if found liable for violating these Covenants shall be liable to the other Lot Owner for all costs and reasonable attorney's fees incurred by the Lot Owner for enforcing these Covenants.

3. *Binding effect and Amendment of Covenants.* All persons or entities who now or shall hereafter acquire any of the Lots in the Community, and their heirs, successors, and assigns to conform to and observe as hereinafter set forth.

4. These Covenants may be amended at any time with the written approval of two-thirds (2/3) of the Lot Owners (one Lot/one Vote) within the Community

5. Further, no amendments shall be allowed which would be in violation of the zoning designation in effect the time for the amendment.

6. *Severability.* If a provision of these Covenants is found by a Court to be unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provisions of the Covenants, and this document is to be construed as if the unenforceable provision is not a part of the Covenants.

7. Until the Community is fully developed by the Seller, the Seller reserves the right to amend these Covenants at it deems necessary in it sole and absolute discretion.

Seller

Mulberry River Investments, LLC

By: _____
Authorized Representative

