BILL OF ASSURANCE

Zyair Estates

PART A. PREAMBLE

WHEREAS, Eminent Construction, LLC. is the Owner, by virtue of Instruments, _____ of the following land situated in Saline County, Arkansas, to wit:

LEGAL DESCRIPTION –ZYAIR ESTATES ESTATES

See Attached

"Exhibit A" Final Plat Recorded Plat for Legal Description

WHEREAS, Owner has caused said land to be surveyed and a plat thereof made, dividing said land into lots as shown on said plat and showing the dimensions of each lot and the width of the streets as known as Zyair Estates, to the City of Bryant, Saline County, Arkansas.

WHEREAS, the Saline County Real Estate Assessor and Office of Emergency Services have approved said Subdivision and road names.

NOW THEREFORE, Eminent Construction, LLC in consideration of the purposes herein stated, does hereby designate said land and make part hereof to be known as Zyair Estates to the City of Bryant, Saline County, Arkansas, and that hereafter any conveyance by the Owners of said land by lot number shall forever be held to be good and legal description and the streets shown on said plat in said Subdivision are hereby and will become a public road to be accepted by the City of Bryant for maintenance. The property owners will establish Zyair Estates Property Owner's Association for the purpose of maintaining and ownership of common areas , stormwater detention facilities, and appurtenances belonging thereto. The use of the land in said Subdivision being subject to the following Protective and Restrictive Covenants:

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire Subdivision.

PART C: RESIDENTIAL AREA COVENANTS:

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No business of any nature or kind shall at any time be conducted in any building located on any of the lots. No building shall be erected, altered, placed or allowed to remain on any lot other than one detached, single-family dwelling not to exceed two stories in height, excluding basement area. No lot can be subdivided for any purpose without the prior approval from the City of Bryant Planning Board and the consent of 51% of the voting members of the Property owners' associations.

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C-2 ARCHITECTURAL CONTROL. No dwelling or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, including landscaping, have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives of the Architectural Control Committee to achieve a subdivision that accomplishes the desired architectural design in the structure and subdivision aesthetics. No fence or wall shall be erected, placed or altered on any lot nearer than the setbacks as shown on the Plat. The term structure is defined to include any and all types of fences, antennas, decks, Permanent basketball goals, swimming pools and television satellite dishes, which in no event shall be placed in front of dwellings. Each property owner requesting approval shall submit to the Architectural Control Committee at least two weeks prior to the time approval is needed, a complete set of house plans and completed material and specifications list. Approval shall be provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot unless the dwelling has at least 2,200 square feet, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that for the minimum permitted dwelling size. The ground floor area of the main structure for two-story dwellings shall not be less than 1400 square feet, exclusive of basements, porches, garages, patio and overhangs. Any one-story dwelling will have a minimum of 2,200 square feet, exclusive of basements, porches, garages, patio and overhangs. Each dwelling shall have a minimum of a two-car garage. No open carports are allowed. No manufactured houses are allowed, site-built homes only.

C-4. BUILDING LOCATION. No building shall be located on any lot, nearer to the side street line, than the minimum building set back lines as shown on the recorded plat. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot.

C-5 BUILDING REQUIRMENTS. All buildings shall have roof pitch of no less than 6/12. All dwellings or structures shall have brick or rock on the front of the structure with the exception of gable and dormer areas where brick, rock, or vertical or shake siding is allowed. Vertical siding is allowed on side and rear elevation of the structure at the approval by the Architectural Control Committee. Perimeter brick skirting is required. All plans shall be approved by the Architectural Control Committee. Unless otherwise approved by the Architectural Control Committee, all fences shall be of a wood type with privacy fence posts inside the fence. All fences shall be approved by the Architectural Control Committee.

C-6 SIDEWALKS. It shall be the responsibility of all owners of lots to construct per the requirements detailed on the recorded Plat per the requirements of the City of Bryant.

C-7. EASEMENTS AND RIGHTS OF WAY. Easements for installation and maintenance of utilities and drainage facilities, and construction, repair and maintenance of adequate walls, roofs and eaves are reserved as shown on recorded plat. There shall be no fencing installed within gas company right of way.

C-8. NUISANCES. No noxious or offensive trade or activities shall be carried on, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

C-9. TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently; except that the developer may have a temporary construction, storage facility and/or sales office.

C-10 OUT BUILDINGS. One outbuilding for storage shall be permitted, if approved by the Architectural Control Committee and shall conform to the same architectural design and construction of the dwelling. No prefabricated outbuilding may be installed, placed or located upon any lot. Above-ground swimming pools are prohibited.

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C-11. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except, one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent or any signs used by a builder to advertise the property during the construction and sales period.

C-12. OWNER RESPONSIBILITY. All property owners shall ensure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance.

C-13. CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

C-14. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or structures designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-15. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind may be raised, bred or kept on any tract, except that dogs or cats may be kept, on any lot provided that they are not kept, bred or maintained for any commercial purpose and provided that facilities for maintenance of same are approved by the Architectural Control Committee and that the keeping of same does not constitute a nuisance.

C-16. GARBAGE AND REFUSE DISPOSAL. No lot or easement shall be used or maintained as dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. There shall be no burning of trash, rubbish, leaves or yard waste.

C-17 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any lot corner which the triangular area formed by the street

property lines and the line connecting them at points 15 feet from the intersection of street right of way lines, or in the case of a rounded property corner, from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Lot owners are precluded from constructing, planting, or otherwise maintaining any part of their lot that realistically has the effect of establishing or maintaining a site obstruction that interferes with proper and safe vehicular movement in the public access area.

C-18. LOT, YARD AND HOME MAINTENANCE. All property owners, after acquisition of any lot, shall keep all grounds and yards mowed, trimmed and clean. All houses shall be painted and stained. No deviation from the original plans shall be permitted without approval of the Architectural Control Committee.

C-19 COMMENCEMENT OF CONSTRUCTION. A property owner may start construction of an approved dwelling at any time.

C-20 COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one year from date such construction commences.

C-21 MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. Boats, recreational vehicles and trailers cannot be parked at the front or side of any dwelling or in the dedicated street and must be parked in back of the dwelling. Owners or permanent residents are prohibited from parking in the street. There shall be no non-functioning vehicles kept on the lot or in view of the public. There shall be no repair work done outside of the garage. Vehicles shall not be parked within fire zones at any time.

C-22. MINIMUM FLOOR LEVEL ELEVATIONS. The Architectural Control Committee reserves the right to prescribe the minimum finished floor elevations for lots. Filed Final Plat shall be referred to ensure homes meet the minimum finished floor elevations.

C-23. GEOTECHNICAL REQUIREMENTS. Lot soil suitability at the time of construction is the responsibility of the lot owner.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1 MEMBERSHIP. The Architectural Control Committee shall be composed of the Developer until 90% of the lots have been conveyed by the Developer. The owners of 51% or more of the lots within the subdivision may vote to expand or reduce the membership of the Architectural Control Committee after 90% of the lots are conveyed by the Developer. A

majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for their services performed pursuant to this covenant. Any member of the Architectural Control Committee may be removed by a vote of 51% or more of the owners of lots in the subdivision. In the event of any vacancy in the Architectural Control Committee, the owners of 51% or more of the lots within the subdivision may select additional members.

D-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing and should be retained by the owner/builder as proof of the Committee's approval. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in the event no suit to enjoin the construction or compliance with these covenants has been commenced within 180 days after the completion thereof will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. PROPERTY OWNERS' ASSOCIATION

E-1 OWNERS EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenants to and shall pass with the title to every tract. Subject to the following provision:

(a) The right of the Association to charge reasonable fees for maintenance of the common areas, stormwater detention facilities, and related appurtenances such as sign maintenance.

E-2. MEMBERSHIP AND VOTING RIGHTS

SECTION 1: Every owner of a tract which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract which is subject to assessment.

SECTION 2: The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each tract owned, which may be voted at such time as all tracts are sold by the Declarant. When more than one person holds an interest in any tract, all such persons shall be members. The vote for such tract shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Tract.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to one vote per tract owned. The Class B membership shall cease on the happening of the following events.

(a) When all tracts are sold by declarant.

E-3. COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each tract owned within the properties, hereby covenants, and each owner of any tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessment or charges, such assessments to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2: Purpose of Assessment: The assessments levied by the Association shall be used as follows:

(a) For the maintenance and upkeep of all common areas, stormwater detention facilities, and related appurtenances and neighborhood entrance signage and mailbox area.

(b) For any other purposes deemed in the best interest of the property owners by the Association

(c) A stormwater detention annual maintenance plane (included herein) must be adhered to.

SECTION 3: Annual Assessment: The POA is authorized to initiate annual assessments or levy special assessments for capital improvements, and all maintenance and upkeep of stormwater detention facilities, common areas, and related appurtenances at which time they are deemed necessary by the board.

a) The developer is exempt from paying POA dues.

SECTION 4: Notice and Quorum for Any Action Authorized Under Section 3: Written Notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 10 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 60% of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held for more than 60 days following the preceding meeting. Each tract as conveyed by Declarant shall have one vote.

SECTION 5: Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate and may be collected on a semi-annual or annual basis.

SECTION 6: Date of Commencement of Annual Assessments: The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 7: Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of the property.

SECTION 8: Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereon.

SECTION 9: Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the members may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, provided that such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

PART F. GENERAL PROVISIONS:

F-1. TERM These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time, said covenants shall be automatically extended for successive period of ten years, subject to the express provision that these covenants may be amended at any time after the date of execution hereby by an instrument signed by the members of the Architectural Control Committee and the Declarant (until 90% of the lots have been conveyed by the Declarant).

F-2 ENFORCEMENT Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

F-3 SEVERABILITY Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

F-4 AMENDMENT These covenants may be amended, modified or rescinded, in whole or in part (following the Declarant's conveyance of 90% of the lots) upon the express written consent of at least sixty-six and two thirds' percent (66 2/3%) of the owners of the lots within the subdivision. Any and all amendments, modifications or recessions, if any, shall be recorded in the office of the Circuit Clerk of Saline County, or in any county in which any of the lots might lie and shall not be effective until the date of such recording.

F-5 MULTIPURPOSE IMPREOVEMENT DISTRICT: Not Used.

IN WITNESS WHEREOF, the name of Owner is hereby affixed by its Members this _____ day of _____, 2026.

Eminent Construction, LLC

BY:_____
Sahil Hameerani

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss
COUNTY OF SALINE)

On this day appeared before me, a Notary Public, _____, known to me to be the Member Eminent Construction, LLC and acknowledged that he is authorized to execute the foregoing on its behalf and that they had executed same for the consideration and purpose therein mentions and set forth.

WITNESS my hand and seal this _____ day of _____, 2026.

_____
Notary Public

My commission expires
_____

Exhibit "A"

PHASE 1

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING A FOUND 2 1/2"ALUMINUM MONUMENT ACCEPTED AS THE SOUTHWEST CORNER OF SAID SW 1/4, SE 1/4 OF SECTION 9; THENCE ALONG THE WEST LINE THEREOF N 01°49'03" E A DISTANCE OF 821.57'; THENCE LEAVING SAID WEST LINE N 89°42'21" E A DISTANCE OF 453.82' TO A FOUND REBAR AND CAP AT THE POINT OF BEGINNING; THENCE N 02°03'46" E A DISTANCE OF 465.74' TO A FOUND REBAR AND CAP ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°43'54" E A DISTANCE OF 126.38' TO A FOUND REBAR AND CAP; THENCE LEAVING SAID NORTH LINE S 01°18'39" E A DISTANCE OF 100.00' TO A SET REBAR AND CAP; THENCE S 89°36'13" E A DISTANCE OF 99.92' TO A FOUND 1/2" REBAR ; THENCE N 01°06'02" W A DISTANCE OF 100.17' TO A FOUND REBAR AND CAP ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°40'03" E A DISTANCE OF OF 78.56'; THENCE LEAVING SAID NORTH LINE S 00°55'23" W A DISTANCE OF 123.20'; THENCE S 89°04'37" E A DISTANCE OF 11.50'; THENCE S 00°55'23" W A DISTANCE OF 50.00'; THENCE S 01°39'54" W A DISTANCE OF 556.07; THENCE S 88°58'51" E A DISTANCE OF 46.57'; THENCE S 01°01'09" W A DISTANCE OF 171.40' TO A FOUND REBAR AND CAP; THENCE S 02°17'01" W A DISTANCE OF 402.85' TO A FOUND MAG NAIL IN HILLTOP ROAD; THENCE N 88°58'36" W A DISTANCE OF 371.57' TO A FOUND MAG NAIL IN HILLTOP ROAD; THENCE N 02°02'00" E A DISTANCE OF 831.85' TO THE POINT OF BEGINNING CONTAINING 10.00 ACRES MORE OR LESS.

PHASE 2

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING A FOUND 1 1/2" PIPE ACCEPTED AS THE NORTHWEST CORNER OF SAID SE 1/4, SE 1/4 OF SECTION 9; THENCE ALONG THE NORTH LINE THEREOF S 89°40'03" W A DISTANCE OF 31.49' TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE S 00°55'23" W A DISTANCE OF

174.83'; THENCE S 00°00'00" E A DISTANCE OF 446.84'; THENCE N 88°58'51" W A DISTANCE OF 236.33'; THENCE S 01°01'09" W A DISTANCE OF 120.00'; THENCE S 22°37'24" W A DISTANCE OF 53.78'; THENCE S 01°01'09" W A DISTANCE OF 121.43'; THENCE N 88°58'22" W A DISTANCE OF 225.00' TO A FOUND REBAR AND CAP; THENCE N 01°01'09" E A DISTANCE OF 171.40'; THENCE N 88°58'51" W A DISTANCE OF 46.57'; THENCE N 01°39'54" E A DISTANCE OF 556.07'; THENCE N 00°55'23" E A DISTANCE OF 50.00'; THENCE N 89°04'37" W A DISTANCE OF 11.50'; THENCE N 00°55'23" E A DISTANCE OF 123.20' TO POINT ON THE NORTH LINE OF SAID SW 1/4, SE 1/4; THENCE ALONG SAID NORTH LINE N 89°40'03" E A DISTANCE OF 525.13' TO THE POINT OF BEGINNING CONTAINING 9.05 ACRES MORE OR LESS.

PHASE 3

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 1 1/2" PIPE ACCEPTED AS THE NORTHWEST CORNER OF SAID SE 1/4, SE 1/4 OF SECTION 9; THENCE S 00°20'45" W A DISTANCE OF 63.17' TO A FOUND 1/2" REBAR; THENCE S 88°19'47" E A DISTANCE OF 864.30' TO A FOUND REBAR AND CAP; THENCE S 70°31'25" E A DISTANCE OF 55.04' TO A SET REBAR AND CAP; THENCE S 89°33'49" E A DISTANCE OF 120.02'; THENCE S 01°42'20" W A DISTANCE OF 35.01' TO A SET REBAR AND CAP; THENCE N 88°19'33" W A DISTANCE OF 658.66' TO A SET REBAR AND CAP; THENCE S 02°17'06" W A DISTANCE OF 797.39' TO A SET REBAR AND CAP; THENCE N 88°58'22" W A DISTANCE OF 639.94'; THENCE N 01°01'09" E A DISTANCE OF 121.43'; THENCE N 22°37'24" E A DISTANCE OF 53.78'; THENCE N 01°01'09" E A DISTANCE OF 120.00'; THENCE S 88°58'51" E A DISTANCE OF 236.33'; THENCE N 00°00'00" W A DISTANCE OF 446.84'; THENCE N 00°55'23" E A DISTANCE OF 174.83' TO THE NORTH LINE OF SAID SE 1/4, SE 1/4; THENCE ALONG THE NORTH LINE THEREOF N 89°40'03" E A DISTANCE OF 31.49 TO A THE POINT OF BEGINNING CONTAINING 10.10 ACRES MORE OR LESS.