BILL OF ASSURANCE
ELM ESTATES

PART A. PREAMBLE

WHEREAS, SALINE COUNTY CONTRACTING AND RENTAL PROPERTIES LLC. is the Owner, by virtue of Warranty Deed 2021 Page 021901, of the following land situated in Saline County, Arkansas, to wit:

OVERALL SUBDIVISION (LESS RIGHT OF WAY) - 0.83 ACRES - 36,251 SQUARE FEET
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** AT A FOUND RAILROAD SPIKE LOCATED AT THE INTERSECTION OF SOUTHWEST 4TH STREET AND SOUTH ELM STREET FOR THE NORTHEAST CORNER OF THE SAID NE1/4 SW1/4, AND RUN THENCE S4°27'21"W - 185.52 FEET ALONG SAID STREET AND THE EAST LINE OF THE SAID NE1/4 SW1/4 TO A FOUND RAILROAD SPIKE; THENCE LEAVING SAID STREET, N88°47'17"W - 14.67 FEET TO A FOUND 1 1/2" PIPE LOCATED ON THE WEST RIGHT OF WAY OF SOUTH ELM STREET; THENCE N4°27'21"E - 50.08 FEET ALONG SAID WEST RIGHT OF WAY TO A SET 1/2" REBAR W/CAP #1573 FOR THE **POINT OF BEGINNING**; THENCE N88°47'17"W - 315.38 FEET, LEAVING SAID WEST RIGHT OF WAY, TO A SET 1/2" REBAR W/CAP #1573; THENCE N4°08'03"E - 115.60 FEET TO A SET 1/2" REBAR W/CAP #1573 LOCATED ON THE SOUTH RIGHT OF WAY OF SOUTHWEST 4TH STREET; THENCE S88°44'13"E - 289.58 FEET CONTINUING ALONG SAID SOUTH RIGHT OF WAY TO A COMPUTED POINT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY AND ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 40.66 FEET AND A RADIUS OF 25.00 FEET, WHOSE CHORD BEARS S42°08'26"E - 36.33 FEET TO A COMPUTED POINT LOCATED ON THE WEST RIGHT OF WAY OF SOUTH ELM STREET; THENCE S4°27'21"W - 88.92 FEET CONTINUING ALONG SAID WEST RIGHT OF WAY TO THE **POINT OF BEGINNING**, CONTAINING 0.83 ACRES, MORE OR LESS. SUBJECT TO ANY EXISTING EASEMENTS AND THE RIGHTS OF WAY OF SOUTHWEST 4TH STREET AND SOUTH ELM STREET.

RIGHT OF WAY DEDICATION - 0.21 ACRES - 9,204 SQUARE FEET
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT A FOUND RAILROAD SPIKE LOCATED AT THE INTERSECTION OF SOUTHWEST 4TH STREET AND SOUTH ELM STREET FOR THE NORTHEAST CORNER OF THE SAID NE1/4 SW1/4, AND RUN THENCE S4°27'21"W - 185.52 FEET ALONG SAID STREET AND THE EAST LINE OF THE SAID NE1/4 SW1/4 TO A FOUND RAILROAD SPIKE; THENCE LEAVING SAID STREET, N88°47'17"W - 14.67 FEET TO A FOUND 1 1/2" PIPE LOCATED ON THE WEST RIGHT OF WAY OF SOUTH ELM STREET; THENCE N4°27'21"E - 139.00 FEET ALONG SAID WEST RIGHT OF WAY TO A COMPUTED POINT; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 40.66 FEET AND A RADIUS OF 25.00 FEET, WHOSE CHORD BEARS N42°08'26"W - 36.33 FEET TO A COMPUTED POINT LOCATED ON THE SOUTH RIGHT OF WAY OF SOUTHWEST 4TH STREET; THENCE N88°44'13"W - 289.58 FEET ALONG SAID SOUTH RIGHT OF WAY TO A SET 1/2" REBAR W/CAP #1573; THENCE N4°08'03"E - 20.05 FEET TO A COMPUTED POINT LOCATED IN THE CENTER OF SW 4TH STREET AND ON THE NORTH LINE OF THE SAID NE1/4 SW1/4; THENCE S88°44'38"E - 330.79 FEET ALONG SAID STREET AND SAID NORTH LINE TO THE **POINT OF BEGINNING**, CONTAINING 0.21 ACRES, MORE OR LESS.

TRACT A - 0.87 ACRES - 38,036 SQUARE FEET
PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCING** AT A FOUND RAILROAD SPIKE LOCATED AT THE INTERSECTION OF SOUTHWEST 4TH STREET AND SOUTH ELM STREET FOR THE NORTHEAST CORNER OF THE SAID NE1/4 SW1/4, AND RUN THENCE S4°27'21"W - 185.52 FEET ALONG SAID STREET AND THE EAST LINE OF THE SAID NE1/4 SW1/4 TO A FOUND RAILROAD SPIKE; THENCE LEAVING SAID STREET, N88°47'17"W - 14.67 FEET TO A FOUND 1 1/2" PIPE LOCATED ON THE WEST RIGHT OF WAY OF SOUTH ELM STREET FOR THE **POINT OF BEGINNING**; THENCE N88°47'17"W - 115.07 FEET, LEAVING SAID WEST RIGHT OF WAY, TO A SET 1/2" REBAR W/CAP #1573; THENCE S4°07'18"W - 111.50 FEET TO A SET 1/2" REBAR W/CAP #1573; THENCE N88°47'17"W - 200.04 FEET TO A FOUND 1" PIPE; THENCE N4°08'03"E - 161.57 FEET TO A SET 1/2" REBAR W/CAP #1573; THENCE S88°47'17"E - 315.38 TO A SET 1/2" REBAR W/CAP #1573 LOCATED ON THE WEST RIGHT OF WAY OF SOUTH ELM STREET; THENCE

S4°27'21"W - 50.08 FEET CONTINUING ALONG SAID WEST RIGHT OF WAY TO THE **POINT OF BEGINNING**, CONTAINING 0.87 ACRES, MORE OR LESS. SUBJECT TO ANY EXISTING EASEMENTS AND THE RIGHT OF WAY OF SOUTH ELM STREET.

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 ELM ESTATES SUBDIVISION, PHASE 1 AND PHASE 2, Saline County, Arkansas.

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

NOW THEREFORE, Morgan Garner, in consideration of the purposes herein stated, does hereby designate said land and make part hereof to be known as ELM ESTATES SUBDIVISION, PHASE 1 AND PHASE 2, 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 Saline County for maintenance. The property owners of ELM ESTATES SUBDIVISION are subject to the purpose of maintaining and ownership of common areas and appurtenant 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. Not 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 Saline County Planning Board.

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 ascetics. 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, 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 a 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 1,800 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. 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. For the purposes of this covenant, eaves and steps shall not be considered as part of the building. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot.

C-5 BUILDING REQUIREMENTS. All buildings shall have roof pitch of no less than 4/12. All fences shall be of chain link or of wood type approved by the Architectural control committee.

C-6 EASEMENTS. 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.

C-7 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-8 TEMPORARY STRUCTURES. No structure of a temporary character, basement, tent, shack, garage, barn or other out building 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 and/or sales office.

C-9 OUTBUILDINGS. 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. Above ground swimming pools are prohibited.

C-10 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-11 OWNER RESPONSIBILITY. Any property owner shall insure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance.

C-12 CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

C-13 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 us in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-14 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-15 GARBAGE AND REFUSE DISPOSAL. No lot or easement shall be used or maintained as a 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-16 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 comer 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 comer, 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.

C-17 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-18 COMMENCEMENT OF CONSTRUCTION. A property owner must start construction of an approved dwelling within a period of one (1) year from date of purchase. The developer reserves the option to repurchase any lot for the amount of the original purchase price if construction is not commenced within such period of time. This option shall be exercised in writing within a period of thirty (30) days after the one (1) year period.

C-19 COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one year from date such construction is commenced.

C-20 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.

C-21 MINIMUM FLOOR LEVEL ELEVATIONS. The Architectural Control Committee reserves the right to prescribe the minimum floor elevations for lots. All homes shall have a minimum floor elevation of one foot above the back of the curb unless waived in writing by the Architectural Control Committee.

C-22 SEWER SERVICE. No Septic systems shall be allowed on individual lots.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1 MEMBERSHIP. The Architectural Control Committee shall be composed of Morgan Garner and Kayla Garner. 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 thence services performed pursuant to this covenant.

D-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing and in the form hereto attached marked Exhibit "A" which, when executed, 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 specification 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. The Committee will with Buyer's will with Buyer's permission and at the expense of the Buyer refer Buyer's plan to an architect for revisions and changes to comply with the Bill of Assurance.

PART E. GENERAL PROVISIONS:

E-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 owner or owners of a majority of the lots herein platted 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 owner or owners of a majority of the lots herein platted.

E-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.

E-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.

IN WITNESS WHEREOF, the name of Owner is hereby affixed by its Members this _____ day of _____, 2025.

SALINE COUNTY CONTRACTING AND RENTAL PROPERTIES LLC

BY: _____
Morgan Garner

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF SALINE)

On this day appeared before me, a Notary Public, Morgan Garner, known to me to be the President of SALINE COUNY CONTRACTING AND RENTAL PROPERTIES LLC. and acknowledged that he was 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 _____, 2024.

_____
Notary Public

My Commission Expires: