BILL OF ASSURANCE

OF

MARKETPLACE EAST, PHASE 1

THIS BILL OF ASSURANCE, made on the date hereinafter set forth by Bryant Realty Company, LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Bryant, County of Saline, State of Arkansas, which is described as follows:

For legal description, see Exhibit A hereto attached and made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be designated as Marketplace East, Phase 1, an Addition to the City of Bryant, Saline County, Arkansas, consisting of Lots 2, 3 and 4 as reflected on final plat filed _____ as Document Number _____ of the records of Saline County, Arkansas, and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, its successors and assigns, and shall inure to the benefit of each owner thereof or the owner of any land or parcel of land that is subdivided in the future.

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Lot" shall mean and refer to any plot of land shown upon any recorded

subdivision map of the Properties.

Section 3. "Declarant" shall mean and refer to its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
USE RESTRICTIONS

Section 1. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and right of ways are reserved as shown on the recorded plat. Streets are private.

Section 2. NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No burning of leaves or debris shall be permitted.

Section 3. OWNER RESPONSIBILITY. Any property owner shall insure that any contractor performing services for the property owner shall comply with the provisions herein.

Section 4. CONTRACTOR RESPONSIBILITY. No contractor shall damage in any way the utilities or streets in any manner.

Section 5. 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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 6. 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in an approved dumpster enclosure meeting City of Bryant code requirements.

Section 7. WATER SUPPLY. No individual water supply system shall be permitted on any lot. Same shall be served by the Municipal Water Works System of the City of Bryant, Arkansas.

Section 8. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

Section 9. BUILDERS. All building must be performed by competent builders.

ARTICLE III
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by Declarant.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hands and seals this 2nd day of July, 2025.

BRYANT REALTY COMPANY, LLC
By: Bryant Management, Inc., Manager

By _____
G. Bart Ferguson, President

ATTEST:

_____
Secretary

STATE OF ARKANSAS)
)ss. ACKNOWLEDGEMENT
COUNTY OF SALINE)

On this 2nd day of July, 2025, before me Susan J. Hinze, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named G. Bart Ferguson and Fred E. Briner, to me personally well known (or satisfactorily proven to be such persons), who stated that they were the President and Secretary of Bryant Management, Inc., a Corporation, and were duly authorized in their respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said corporation and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses an purposes therein mentioned and set forth.

"IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of July, 2025.

Notary Public

My Commission Expires:

1-22-2035

SUSAN J. HINZE
MY COMMISSION # 12403965
EXPIRES: January 22, 2035
Garland County

EXHIBIT A

LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER (E1/2 NW1/4), OF SECTION 22, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PRECISELY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" ALUMINUM CAP LOCATED AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 22, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SAID POINT ALSO BEING ON THE EAST LINE OF HUNTER CROSSING SUBDIVISION; THENCE S 2°19'11" W, ALONG THE EAST LINE OF SAID NW1/4 AND SAID SUBDIVISION FOR A DISTANCE OF 740.62 FEET TO A FOUND 5/8" REBAR WITH CAP LOCATED AT THE SOUTHEAST CORNER OF SAID SUBDIVISION FOR THE **POINT OF BEGINNING**; THENCE S 2°16'37" W, LEAVING SAID SUBDIVISION AND CONTINUING ALONG SAID EAST LINE OF THE NW1/4 FOR A DISTANCE OF 109.30 FEET TO A SET 1/2" REBAR WITH CAP #1573 LOCATED ON THE NORTH LINE OF A SEWER EASEMENT; THENCE N 69°34'46" W, LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE OF SEWER EASEMENT, A DISTANCE OF 129.09 FEET TO A SET 1/2" REBAR WITH CAP #1573; THENCE N 66°21'14" W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 278.28 FEET TO A SET 1/2" REBAR WITH CAP #1573; THENCE N 53°54'43" W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 305.25 FEET TO A SET 1/2" REBAR WITH CAP #1573; THENCE S 82°18'35" W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 252.15 FEET TO A SET 1/2" REBAR WITH CAP #1573; THENCE S 19°51'00" E, LEAVING SAID NORTH LINE OF SEWER EASEMENT, A DISTANCE OF 30.74 FEET TO A FOUND BENT 5/8" REBAR; THENCE S 75°49'54" W FOR A DISTANCE OF 237.67 FEET TO A FOUND 5/8" REBAR WITH CAP #1141 LOCATED ON THE EAST RIGHT OF WAY OF MARKETPLACE AVENUE; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY AND ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1596.45 FEET AND A LENGTH OF 243.80 FEET, WHOSE CHORD BEARS N 18°29'44" W - 243.56 FEET TO A SET MAG NAIL LOCATED AT THE CENTERLINE OF PROGRESS WAY (PRIVATE STREET); THENCE ALONG SAID CENTERLINE AND LEAVING SAID EAST RIGHT OF WAY THE FOLLOWING COURSES: THENCE N 70°09'00" E - 290.57 FEET, THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET AND A LENGTH OF 101.27 FEET, WHOSE CHORD BEARS N 79°41'39" E - 100.79 FEET, THENCE N 89°21'50" E - 207.51 FEET, THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET AND A LENGTH OF 252.62 FEET, WHOSE CHORD BEARS S 66°30'47" E - 245.22 FEET, THENCE S 42°23'24" E - 207.21 FEET TO A POINT LOCATED ON THE WEST LINE OF HUNTER CROSSING SUBDIVISION PHASE 2; THENCE S 2°43'50" E, LEAVING SAID CENTERLINE OF AND ALONG THE WEST LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 28.40 FEET TO A FOUND 5/8" REBAR WITH CAP #1148 LOCATED AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE S 51°47'53" E, ALONG SAID SOUTH LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 52.90 FEET TO A FOUND 1/2" REBAR WITH CAP #1667; THENCE S 52°14'07" E, CONTINUING ALONG SAID SOUTH LINE FOR A DISTANCE OF 236.02 FEET TO THE **POINT OF BEGINNING**, CONTAINING 6.42 ACRES MORE OR LESS.