BILL OF ASSURANCE
THE COTTAGES OF BRYANT SUBDIVISION

PART A. PREAMBLE

WHEREAS, JOEL GREEN. is the Owner, by virtue of Instruments, 2023-015874 of the following land situated in the City of Bryant, Saline County, Arkansas, to wit:

LEGAL DESCRIPTION –THE COTTAGES OF BRYANT SUBDIVISION

TRACT 1

PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 14 WEST, BRYANT, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 3/8" IRON PIPE AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SOUTH 89 DEGREES 05 MINUTES 15 SECONDS EAST FOR
123.86 FEET TO A 1" IRON PIPE ON THE WESTERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY NO. 183 (R/W VARIES); THENCE SOUTH 26 DEGREES 04 MINUTES 10 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR 57.67 FEET TO A REBAR AND CAP; THENCE NORTH 88 DEGREES 32 MINUTES 33 SECONDS WEST FOR 151.57 FEET TO AN IRON PIPE AND CAP; THENCE NORTH 02 DEGREES 40 MINUTES 25 SECONDS EAST FOR 49.98 FEET TO THE POINT OF BEGINNING.

TRACT2

A PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 14 WEST, BRYANT, SALINE COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 1½" PIPE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S02°52'14"W A DISTANCE OF 49.92 FEET TO A FOUND PIPE (CAPPED PS #1215); THENCE N88°51'17"W A DISTANCE OF 79.88 FEET TO A FOUND½" REBAR; THENCE S02°19'00"W A DISTANCE OF 100.90 FEET TO A SET "X" IN CONCRETE; THENCE S89°24'48"E A DISTANCE OF 79.35 FEET TO A FOUND "X" IN CONCRETE; THENCE S02°36'29"W A DISTANCE OF 195.99 FEET TO A FOUND 1" PIPE; THENCE S02°45'17"W A DISTANCE OF 141.30 FEET TO A FOUND 1" PIPE; THENCE S02°51'25"W A DISTANCE OF 139.43 FEET TO A FOUND 1" PIPE; THENCE S02°58'01"W A DISTANCE OF 39.43 FEET TO A FOUND 2" PIPE; THENCE N88°45'34"W A DISTANCE OF 99.34 FEET TO A FOUND 1" PIPE; THENCE S03°10'48"W A DISTANCE OF 280.81 FEET TO A FOUND½" REBAR; THENCE N87°05'52"W A DISTANCE OF 57.93 FEET TO A FOUND½" REBAR (CAPPED PS #1215); THENCE N02°46'03"E A DISTANCE OF 254.85 FEET TO A FOUND½" REBAR (CAPPED PS #1215); THENCE N87°22'20" WA DISTANCE OF 140.62 FEET TO A FOUND½" REBAR (CAPPED PS #1215); THENCE N02°47'28"E A DISTANCE OF 683.94 FEET TO A FOUND 2" PIPE ON THE NORTH LINE OF SECTION 28; THENCE ALONG SAID NORTH LINE, S89°21'08"E A DISTANCE OF 299.42 FEET TO THE POINT OF BEGINNING.

TRACT3

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 14 WEST, BRYANT, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 3/8" IRON PIPE AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 02 DEGREES 41 MINUTES 51 SECONDS WEST FOR 666.37 FEET TO A 1" PIPE AND THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 41 MINUTES 51 SECONDS WEST FOR 283.75 FEET TO AN IRON PIPE AND CAP; THENCE NORTH 87 DEGREES 09 MINUTES 05 SECONDS WEST FOR 101.40 FEET TO A 1/2" REBAR; THENCE NORTH 03 DEGREES 07 MINUTES 01 SECONDS EAST FOR 280.88 FEET TO A 1" IRON PIPE; THENCE SOUTH 88 DEGREES 48 MINUTES 19 SECONDS EAST FOR 99.38 FEET TO THE POINT OF BEGINNING.

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 The Cottages of Bryant, to Saline County, Arkansas.

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

NOW THEREFORE, Joel Green, in consideration of the purposes herein stated, does hereby designate said land and make part hereof to be known as The Cottages of Bryant to 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 will establish The Cottages of Bryant Property Owner's Association for the purpose of maintaining and ownership of common areas and appurtenants 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.

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, 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 a provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. All duplexes must be a minimum of 2,200 square feet and a cost of more than $75.00 per square foot of heated space, based upon cost levels prevalent on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials. 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. 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

C-5 BUILDING REQUIRMENTS. All buildings shall have roof pitch of no less than 4/12. Houses may be Brick, Siding or any other material approved by the Architectural Control Committee. Chain link fences shall be allowed, all fences must be 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, storage facility and/or sales office.

C-9 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 pre-fabricated outbuilding may be installed, placed or located upon any lot. Above ground swimming pools are prohibited.

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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. All property owners 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 manor.

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 use 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 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.

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 may start construction of an approved dwelling at any time.

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.

PART D. ARCHITECTURAL CONTROL COMMITTEE:

D-1 MEMBERSHIP. The Architectural Control Committee shall be composed of Jonathan Hope. The owners of 51% or more of the owners of the lots within the subdivision may vote to expand or reduce the membership of the Architectural Control Committee. 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 there 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 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.

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.

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.

E-4 AMENDMENT. These covenants may be amended, modified or rescinded, in whole or in part, 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.

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

HERITAGE HOMES, LLC.

BY:_____
Joel Green

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
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COUNTY OF SALINE)

On this day appeared before me, a Notary Public, Joel Green, known to me to be the Member of Heritage Homes, 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 _____, 2025.

_____
Notary Public

My commission expires

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