BILL OF ASSURANCE

OF

MARKET PLACE SUBDIVISION II, PHASE 2

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 more particularly described as:

LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4), OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PRECISELY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1" IRON ROD LOCATED AT THE NORTHWEST CORNER OF THE SAID NW1/4 NW1/4 OF SECTION 22, T-1-S, R-14-W; THENCE S 88°12'57" E, ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 390.12 FEET TO A POINT; THENCE S 5°24'13" E, ALONG THE EAST RIGHT OF WAY LINE OF MAIN STREET A DISTANCE OF 506.85 FEET TO A FOUND 1/2" REBAR WITH CAP #1573 LOCATED AT THE SOUTHWEST CORNER OF GATEWAY BANK PROPERTY DEED BOOK 2015 PAGE 080517 FOR THE **POINT OF BEGINNING**; THENCE N 70°00'58" E, LEAVING SAID RIGHT OF WAY AND ALONG SOUTH LINE OF GATEWAY BANK PROPERTY FOR A DISTANCE OF 200.00 FEET TO A FOUND 1/2" REBAR WITH CAP #1573; THENCE N 5°26'47" W FOR A DISTANCE OF 200.00 FEET TO A FOUND 1/2" REBAR WITH CAP #1573 ON THE SOUTH RIGHT OF WAY OF ARKANSAS STATE HIGHWAY NO. 5; THENCE N 70°00'57" E, ALONG SAID SOUTH RIGHT OF WAY OF ARKANSAS STATE HIGHWAY NO. 5, A DISTANCE OF 583.36 FEET TO A FOUND 1/2" REBAR WITH CAP #1573 AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF MARKET PLACE AVENUE; THENCE S 26°28'01" E, ALONG SAID WEST RIGHT OF WAY OF MARKET PLACE AVENUE, FOR A DISTANCE OF 415.23 FEET TO A FOUND 1/2" REBAR WITH CAP #1573; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 1536.45 FEET AND A LENGTH OF 621.17 FEET, WHOSE CHORD BEARS S 14°53'06" E - 616.95 FEET TO FOUND 1/2" REBAR WITH

CAP #1573 LOCATED AT THE NORTHEAST CORNER OF HAMID PEZESHK PROPERTY DEED BOOK 2018 PAGE 000713; THENCE N 87°45'26" W, LEAVING SAID WEST RIGHT OF WAY OF MARKET PLACE AVENUE AND ALONG SAID PEZESHK NORTH PROPERTY LINE, FOR A DISTANCE OF 289.92 FEET TO A FOUND 1/2" REBAR WITH CAP #1573 LOCATED ON THE BOUNDARY LINE OF LOT 5R OF THE REPLAT OF MARKET PLACE SUBDIVISION; THENCE N 5°23'42" W, ALONG SAID BOUNDARY LINE OF LOT 5R, FOR A DISTANCE OF 223.52 FEET TO A FOUND 1/2" REBAR WITH CAP #1573; THENCE S 84°28'58" W, CONTINUING ALONG SAID BOUNDARY LINE OF LOT 5R, FOR A DISTANCE OF 108.18 FEET TO A FOUND 1/2" REBAR WITH CAP #1573; THENCE N 20°06'31" W, CONTINUING ALONG SAID BOUNDARY LINE OF LOT 5R, FOR A DISTANCE OF 106.11 FEET TO A FOUND MAG NAIL WITH SHINER WASHER #1573 LOCATED ON THE CENTERLINE OF PROGRESS STREET AND THE NORTHERLY LINE OF LOT 5R OF THE REPLAT OF MARKET PLACE SUBDIVISION; THENCE S 46°08'14" W, CONTINUING ALONG SAID PROGRESS STREET AND NORTHERLY LINE OF LOT 5R, FOR A DISTANCE OF 23.93 FEET TO A POINT; THENCE S 68°05'06" W, CONTINUING ALONG SAID PROGRESS STREET AND NORTHERLY LINE OF LOT 5R, FOR A DISTANCE OF 218.07 FEET TO A POINT; THENCE S 79°59'28" W, CONTINUING ALONG SAID PROGRESS STREET AND NORTHERLY LINE OF LOT 5R, FOR A DISTANCE OF 51.31 FEET TO A FOUND 5/8" REBAR WITH CAP #1141 LOCATED AT THE NORTHWEST CORNER OF LOT 5R; THENCE S 84°34'49" W, CONTINUING ALONG SAID PROGRESS STREET AND NORTH LINE OF MARKET PLACE SUBDIVISION, FOR A DISTANCE OF 307.05 FEET TO A FOUND 5/8" REBAR WITH CAP #1141 LOCATED ON THE EAST RIGHT OF WAY OF MAIN STREET; THENCE N 5°28'48" W, ALONG SAID EAST RIGHT OF WAY OF MAIN STREET, A DISTANCE OF 315.35 FEET TO THE **POINT OF BEGINNING**, CONTAINING 13.49 ACRES MORE OR LESS.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be designated as Market Place Subdivision II, Phase 2 an Addition to the City of Bryant, Saline County, Arkansas, consisting of Lots 12, 13, 14, 15 and 16 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 as reflected on the plat hereto attached.

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 7th day of November, 2022.

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 7th day of November, 2022, 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 7th day of November, 2022.

Notary Public

My Commission Expires:

3-24-2025

STATE OF ARKANSAS NOTARY PUBLIC
SUSAN J. HINZE
MY COMMISSION # 12403965
EXPIRES: March 24, 2025
Garland County