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BILL OF ASSURANCE
CREEKSIDE ADDITION - PHASE I
LOTS 1 THROUGH 14 AND LOTS 77 THROUGH 99, AND TRACT A
CITY OF BRYANT, ARKANSAS

DIAMOND DEVELOPMENT II
TO
THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS:

THAT Diamond Development II, its successor and assigns, hereinafter "Developer", is owner/developer of the following property situated in Saline County, Arkansas:

ALL OF LOT 101 AND PART OF LOT 99 AND PART OF LOT 100, MIDLAND FARM SUBDIVISION, SALINE COUNTY, ARKANSAS, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER ALL IN SECTION 12, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE N2°00'10"E ALONG THE EAST LINE THEREOF 318.18 FEET TO A SET 1/2" REBAR WITH CAP #1573 FOR THE POINT OF BEGINNING; THENCE N89°48'30"W 318.08 FEET TO A SET 1/2" REBAR WITH CAP #1573; THENCE N89°01'24"W 322.37 FEET TO SET 1/2" REBAR WITH CAP #1573; THENCE N2°32'37"E ALONG THE WEST LINE THEREOF 337.10 FEET TO A FOUND REBAR AND CAP AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE N89°44'08"W ALONG THE SOUTH LINE OF LOT 99, MIDLAND FARM SUBDIVISION FOR 1045.03 FEET TO A FOUND REBAR AND RASBURRY CAP; THENCE N1°54'51"E 330.49 FEET TO A FOUND REBAR AND RASBURRY CAP ON THE SOUTH LINE OF LOT 101, MIDLANDS FARM SUBDIVISION; THENCE N89°52'07"W ALONG THE

SOUTH LINE OF LOT 101, MIDLAND FARM SUBDIVISION 265.53 FEET TO A FOUND 1" PINCH PIPE LOCATED ON THE EAST RIGHT-OF-WAY LINE OF MIDLAND ROAD SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 101, MIDLAND FARM SUBDIVISION; THENCE N2°16'41"E ALONG SAID EAST RIGHT-OF-WAY LINE OF MIDLAND ROAD 165.23 FEET TO A FOUND 1" PINCH PIPE AT THE NORTHWEST CORNER OF LOT 101, MIDLAND FARM SUBDIVISION; THENCE S89°47'35"E ALONG THE NORTH LINE OF LOT 101, MIDLAND FARM SUBDIVISION 1308.65 FEET TO A FOUND 1/2" PIPE AT THE NORTHEAST CORNER OF LOT 101, MIDLAND FARM SUBDIVISION AND ALSO BEING A POINT ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S89°52'06"E 343.28 FEET TO A SET 1/2" REBAR WITH CAP #1573 ON THE EAST RIGHT-OF-WAY OF CREEKWATER DRIVE; THENCE S1°58'21"W ALONG SAID RIGHT-OF-WAY 115.05 FEET TO A SET 1/2" REBAR WITH CAP #1573, THENCE S89°48'38"E LEAVING SAID RIGHT-OF-WAY 294.89 FEET TO A SET 1/2" REBAR WITH CAP #1573 LOCATED ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S1°52'38"W ALONG SAID EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER 385.29 FEET TO A FOUND 1/2" REBAR LOCATED AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE S2°00'33"W ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 337.81 FEET TO THE POINT OF BEGINNING, CONTAINING 24.37 ACRES, MORE OR LESS.

WHEREAS, it is deemed desirable that all of the above described property be subdivided into building lots (**LOTS 1 THROUGH 14 AND LOTS 77 THROUGH 79 , CREEKSIDE ADDITION PHASE I**), common areas, tracts and streets as shown on the Plat filed in conjunction with the Bill of Assurance; and,

WHEREAS, the aforementioned property is part of the real property which is subject to a Declaration of Covenants and Restrictions filed on the 30 day of August, 2018, in the Office of the Circuit Clerk and Recorder of Saline County, Arkansas, as Instrument No. 2018-016749, ("The Declaration of Covenants and Restrictions"), which establishes a community with common facilities and amenities known as **CREEKSIDE ADDITION**; and

WHEREAS, it is deemed desirable that all of the above described property be subdivided, held, owned and conveyed subject to the covenants and restrictions contained in The Declaration of Covenants and Restrictions and subject also to the easements, reservations and restrictions shown on the Plat which is filed in conjunction herewith, and subject also to the protective covenants contained in this Bill of Assurance in order to enhance the value of such property.

NOW, THEREFORE, Developer has caused said tract of land to be surveyed by GarNat Engineering, LLC,., registered professional engineers and land surveyors, and plat thereof made, which is attached hereto, showing the subdivision of said tract of land into lots and streets. The lands embraced in said plat shall be forever known as **CREEKSIDE ADDITION** (Phase I), an Addition to the City of Bryant, Saline County, Arkansas. Said Plat bears the signature of the said land surveyor and Developer, and is of record in the Office of the Circuit Clerk and Recorder of Saline County, Arkansas, in Plat Book 2018-016749, and Developer does hereby make this Bill of Assurance applicable to such property.

Developer does hereby certify that it has laid off, platted and subdivided and does hereby lay off, plat and subdivide said real estate as **CREEKSIDE ADDITION**, an Addition to the City of Bryant, Saline County, Arkansas, and each and every deed of conveyance for any lot or tract in said Addition describing the same by the number or numbers as shown on said Plat shall always be deemed a sufficient description thereof. Developer hereby dedicates to the public forever an easement of way on and over the streets as shown on said Plat to be used as public streets.

In addition to the said streets, there are shown on said Plat certain easements, including easements for drainage and utilities. Developer hereby donates and dedicates such utility easements to and for the use of public utilities, the same being, without limiting the generality of the foregoing, electrical power, cable television, gas, telephone, water and sewer, with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utility services to use and occupy such easements and to have free ingress and egress thereon for the installation, maintenance, repair and replacement of such utility services. Any and all other easements and reservations shown on the Plat, such as easements and reservations for entry facilities, signs, landscaping, ingress and egress, fencing, and the like, are also hereby dedicated and donated to and for the use of the Developer, Creekside Property Owners Association, Inc. upon its formation in accordance with The Declaration of Covenants and Restrictions), and its members.

The filing of the Plat and Bill of Assurance for record in the Office of the Circuit Clerk and Recorder of Saline County, Arkansas, shall be valid and complete delivery and dedication of the streets and easements shown on said Plat, and the streets in said **CREEKSIDE ADDITION** shall be known by the names designated on said Plat. Said land herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the covenants of The Declaration of Covenants and Restrictions establishing **CREEKSIDE ADDITION**. In addition, the following covenants and restrictions shall also apply, subject to being amended or cancelled as hereinafter provided, and shall be and remain in full force and effect until December 31, 2038, unless extended.

1. **LOT AREA AND WIDTH**. No residence shall be erected, altered or permitted to remain on any lot covered by this Bill of Assurance and shown on the Plat referenced herein if the area of the lot is less than 7,200 square feet or if the width thereof at the front building line is less than sixty feet (60'). No lot shall be

subdivided without written consent of Developer and the Bryant Planning Commission.

2. **LAND USE, BUILDING TYPE, AND DWELLING SIZE**. All lots shall be used for residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than:

    a. One detached, site-built, single-family residential structure with a minimum main floor area, exclusive of porches, patios, carports, garages and breezeways of 2,000 square feet for a single-level home and 2,400 square feet for a two-story home.

    b. Foundations of all residential dwellings must be veneered with brick or rock.

    c. Each residence must include, at minimum, a double enclosed garage or a separate detached garage to house, at minimum, two standard-sized, passenger motor vehicles.

    d. All residential dwellings must have a minimum 8/12 roof pitch on at least 80% of the total roofline.

    e. No lot as shown on the attached plat shall be subdivided, but one or more contiguous lots may be combined and utilized as a single lot.

    f. Garages and other outbuildings are permitted, but most clearly incidental to residential use of said land, and shall only be for use by the occupants of the residence to which they are appurtenant. Garages and outbuildings must be approved by the Architectural Control Committee and have an architectural style that is complementary to the dwelling. No garage or outbuilding shall be used for residential dwelling purposes. All outbuildings shall be constructed to the rear of any residence and must be kept orderly and in good repair.

    g. No lot shall be used for commercial purposes; however, such restriction shall not prohibit the temporary maintenance of model homes for promotional purposes by Developer or other professional builders.

    No development shall take place in the areas on the plat marked "Undisturbed Area." Nor shall the areas so marked be disturbed or altered in any manner, but must remain in their natural state.

3. **ARCHITECTURAL CONTROL.** No construction or clearing shall be undertaken on any lot in **CREEKSIDE ADDITION** unless and until all plans, elevations, and materials for such construction shall be first submitted to the Architectural Control Committee for consideration and the Architectural Control Committee has approved such plans, elevations, and materials. The process of submission and approval shall be undertaken in accordance with the Declarations of Covenants and Restrictions and the Architectural Control Guidelines in effect from time to time. The Architectural Control Committee may, in its sole discretion, disapprove of any submissions, make suggested revisions for resubmittal, or take other actions in an effort to develop

CREEKSIDE ADDITION as an integrated subdivision consisting of residences of similar size and compatible architectural style so as to create a neighborhood with common and complementary architectural elements. In the event an Architectural Control Committee has not been formed, the Developer shall assume the role of the Architectural Control Committee until such time as such committee is formed.

4. **BUILDING LOCATION**. No building shall be constructed on any lot nearer to the street than twenty-five feet (25') or as shown by the building line and setback lines shown on said plat. No residential structure shall be located nearer to an interior lot line than eight feet (8') in width. For purposes of this restriction, eaves, steps and open porches shall not be considered a part of the dwelling. Residential structures shall be no closer than twenty feet (20') to the rear lot line. The Architectural Control Committee may, in its sole discretion, waive or adjust these requirements on a case by case basis upon written request before any construction is undertaken, subject in all events to the receipt of a waiver from the governmental authority with jurisdiction.

5. **COMMON AREAS**. Shown on the plat filed in conjunction with this Bill of Assurance is an area noted as Tract A, designated as a detention facility / park area reserved for the exclusive use and enjoyment of the owners of property in **CREEKSIDE ADDITION**. Unless specific easements for access, ingress and egress are shown on the recorded plat, no common area may be used for access, ingress, egress, parking, storage of materials, dumping of debris, excavating, filling, or for any other use inconsistent with this paragraph.

6. **MAINTENANCE OF COMMON AREAS**. All common areas in **CREEKSIDE ADDITION** and improvements therein, including greenbelts, islands, medians, and tracts of land set aside and reserved for drainage, buffer, park and aesthetic purposes shall be maintained by Creekside Property Owners Association, Inc. upon its formation and at its sole cost. All such areas shall be dedicated, donated, or sold by the Developer to the association and will be reserved for the use and benefit of owners of lots within **CREEKSIDE ADDITION**.

7. **PROPERTY LINES AND BOUNDARIES.** Iron pins have been set on all lot comers and points of curve, and all curve data shown on said Plat referenced herein is centerline curve data. In the event of minor discrepancies between the dimensions or distances shown on the Plat and the actual dimensions or distances as disclosed by the established pins, the original pins as set shall control.

8. **SIGN, FENCE AND LANDSCAPE EASEMENT**. Sign and landscape easements may be reserved by the Developer on portions of lots or land in **CREEKSIDE ADDITION**. These easements permit the construction, maintenance and upkeep of permanent subdivision identification signs, fountains, fences and associated landscaping, berms and rocks, and are reserved for the use and benefit of Developer for as long as Developer holds title to any land or lots in **CREEKSIDE ADDITION** or in contiguous lands subsequently platted as **CREEKSIDE ADDITION**. Developer may assign these easements to any organization representing owners of lots in **CREEKSIDE ADDITION** at any time during the period

Developer holds title to any land or lots in **CREEKSIDE ADDITION**. If no assignment takes place during such period, or if Developer releases an easement, the easement shall cease to exist. The developer or its assigns retain the right to construct, maintain and keep temporary or permanent identification signs or interpretive signs on any Tract or common area in **CREEKSIDE ADDITION**.

9. **DRIVEWAYS.** All driveways shall be paved with concrete within 45 days from completion of the residential structure, or the move-in date (whichever occurs first). No curb cuts shall be allowed for driveways.

10. **SIDEWALKS.** It shall be the responsibility of all owners of lots to construct a five-foot (5') wide sidewalk, approximately sixty inches (60") from the back of curb along all street frontage, as shown on the plat, in compliance with all requirements of the Americans With Disabilities Act (ADA) and any requirement of the City of Bryant.

11. **FENCES.** All fencing placed, erected or altered on any lot, interior lot lines, and rear lot lines must be approved by the Developer or Architectural Control Committee prior to construction.

12. **MAILBOXES.** Subdivision will be served by community mailboxes. No individual mailboxes are allowed, per U.S. Postal Code.

13. **SIGNS.** Except for subdivision identification signs, no sign of any kind shall be placed or permitted to remain on any part of said property, except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer or a builder to advertise property during the construction and sales period, or otherwise with reference to model homes.

14. **COMMENCEMENT OF CONSTRUCTION**. A property owner must start construction of an approved dwelling within a period of one (1) year from date of lot purchase, unless an extension is approved by the Architectural Control Committee. Lots must be kept in a well-maintained, safe, clean and attractive condition until construction commences.

15. **COMPLETION OF CONSTRUCTION**. Any dwelling must be completed in its entirety within a period of one (1) year from date such construction is commenced.

16. **PUBLIC UTILITIES.** All dwellings and other structures erected upon any lot as a residential dwelling shall be served by all public utilities, including public sewer. E-1 or equivalent grinder pump stations and service lines to the lateral must be installed on individual lots by a professional contractor and inspected/approved by the City of Bryant as determined by the city's policies and procedures. Stations are to be sealed to prevent water intrusion. Top of station shall be constructed one foot (1') below finish floor. Purchase, installation, and continued maintenance of the grinder pump station and all service lines to the lateral are the responsibility of the lot owner.

17. **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.

18. **ENFORCEMENT.** In the event of any attempt to violate any of the covenants or restrictions contained herein before the expiration date hereof, it shall be lawful for **CREEKSIDE** Community Association, Inc., any appropriate governmental authority, the Developer, or any person or persons owning a lot or lots in **CREEKSIDE ADDITION** to initiate compliance procedures pursuant to the terms of The Declaration of Covenants and Restrictions, or to pursue any other lawful remedy.

19. **AMENDMENT.** This Bill of Assurance may be cancelled, amended or extended in accordance with the terms set forth in The Declaration of Covenants and Restrictions. No amendment shall be effective unless and until duly enacted pursuant to the terms of The Declaration of Covenants and Restrictions and properly filed for record in the Office of the Circuit Clerk and Recorder for Saline County, Arkansas.

20. **SEVERABILITY.** The invalidation of any one of these covenants or restrictions by any court of competent jurisdiction or otherwise shall in no way affect any of the other provisions, which shall be independent and which shall remain in full force and effect.

Executed this 29th day of August, 2018.

DIAMOND DEVELOPMENT II

By: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF SALINE

On this 29th day of August, 2018, before me, a notary public, duly commissioned, qualified and acting within and for the county and state aforesaid, appeared in person Jim Hastings, to me well known, who stated that he was president of Hometime Builders, Inc., a partner of Diamond Development II, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and on behalf of said partnership, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.

Susan R Goldman
Notary Public

My Commission Expires: 11/7/2025

SUSAN R. GOLDMAN
SALINE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires November 07, 2025
Commission No. 12692688