PROTECTIVE AND RESTRICTIVE COVENANTS
AND
BILL OF ASSURANCE
FOR
ROMAN HEIGHT'S SUBDIVISION
PHASE II

PART A. PREAMBLE

WHEREAS, Bull Development, LLC. is the owner of the following described land situated in Saline County, Arkansas, to-wit: Exhibit "A".

WHEREAS, Bull Development, LLC. took title to said land in Warranty Deed No. 2019-020889 of the records of Saline County, Arkansas.

WHEREAS, Bull Development, LLC. have caused said land to be surveyed and a plat thereof made, dividing said land into lots and streets, as shown on said plat and showing the dimensions of each lot and the width of the streets as shown on said plat for the purposes of making said land an Addition to the City of Bryant, Saline County, Arkansas, known as Roman Heights Subdivision, Phase II.

NOW, THEREFORE, in consideration of the purposes herein stated, Bull Development, LLC., does hereby designate said land above described as shown by said plat filed which is hereto attached and to be forever known as Roman Heights Subdivision, Phase II, an Addition to the City of Bryant, Saline County, Arkansas, and that hereafter any conveyance by the owners of said land by lot and phase number shall forever be held to be a good and legal description and the streets on said plat in said Addition are hereby dedicated as public streets for the use and benefit of the public as such. Tract A is set forth as lands marked for an easement for use of and enjoyment by the owners of each and every lot in Addition and easement for use of public utilities as described on plat, dimensions and usage are as shown on plat. The use of lots described in said Addition are subject to the following Protective and Restrictive Covenants, which shall also be known as the Bill of Assurance as set forth herein.

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The Bill of Assurance covenants in Part C, D, E and F in their entirety shall apply to each and every lot in said Addition and each and all phases therein.

PART C. PROTECTIVE AND RESTRICTIVE COVENANTS -- BILL OF ASSURANCE

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 said lots except for real estate sales and marketing of lots and homes during the construction phase. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, excluding basement area. Carports or single car garages are not allowed. All must have at least a two-car garage. Garages may not be enclosed at a later date without the approval of the Architectural Control Committee and the construction of another two-car garage.

C-2 FENCING USE AND TYPE. If any builder or homeowner wishes to erect a fence, only wood privacy fences shall be allowed. Also, no fence will come forward the actual structure or the lot building line, whichever is further back from the street, except that a house erected on a corner lot may have a side fence no closer than 25 feet to the street on the side of a corner lot, such fence to begin at least 15 feet behind the front property line. All other perimeter boundaries may follow the lot line. All fencing so placed shall have the finished side towards the streets where applicable. When fencing is installed, the finished side must face out unless the Architectural Control Committee allows otherwise.

C-3 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 have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony, and integrity of external design with existing structures, and as to location with respect to topography and finish grade elevation, and intended objectives for Architectural Control Committee to achieve a subdivision that accomplishes the desired architectural design in the structures and subdivision aesthetics. All buildings shall be clad on all four sides in brick, stone, or dryvit, hardie plank or similar may be allowed after a review by the Architectural Control Committee. Premium vinyl siding may be allowed on non-visible side of building if approved by the Architectural Control Committee. The roof pitch shall be at least 8/12. All shingles shall be of the architectural design. Metal roofs will be considered for approval by the Architectural Control Committee. All above grade foundations shall be covered with brick or rock. Masonite is strictly prohibited in the construction of any structure.

The term "structure" is defined to include any and all types of fences, antennas, basketball goals, swimming pools, and television satellite dishes, which to no event shall be placed in front of dwellings, or be visible from the street. All satellite dishes and antennas must be approved by the Architectural Control Committee. Approval shall be provided in Part D below.

No basketball goals are allowed in front yards, on lots with side-load garages, or on corner lots, basketball goals are allowed in back yards only.

All swimming pools are allowed in back yards only and must be surround by as defined in C-2 above.

All gutters must be the "seamless" type, match the color of the house, and be shaped to be in contact with the fascia, soffit, and walls at all times.

C-4 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $95.00 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 substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,800 square feet of heated space. The ground floor area of the main structure shall be not less than 1,000 square feet for a dwelling of more than one story which with the second floor area would provide a total floor area equal to or greater than 1,800 square feet, exclusive of basements.

C-5 DWELLING LOCATION. No dwelling shall be located on any lot nearer to any street line than the minimum building set back lines as shown on the recorded plat. In any event, no dwelling shall be located on any lot nearer than 25 feet to a front lot line or nearer than 25 feet to the rear lot line unless otherwise shown on the Final Plat. Further, no dwelling shall be located on any interior lot nearer than 8 feet to the interior lot line. Corner lots shall be set back 25 feet off the property line, with the Architectural Control Committee having the discretion to approve a variance down to 15 feet from corner property line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the dwelling. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot.

C-6 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum set back line as shown by said plat.

C-7 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

C-8 NUISANCES. No noxious or offensive activities shall be carried out upon any lot, nor shall anything be done or kept thereon which may be or may become an annoyance or nuisance to the neighborhood, or may adversely affect the value of other dwellings.

C-9 TEMPORARY STRUCTURES. No structures of a temporary character, motor home, trailer, travel trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

C-10 OUT BUILDINGS. One building 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. Shingle roofing and exterior finish system must be consistent with main dwelling on the lot. Above ground swimming pools are prohibited.

C-11 SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than 1.5 square feet, or signs used by a builder/developer to advertise the property during the construction and sales period.

C-12 OWNER AND BUILDING/CONTRACTOR RESPONSIBILITY. Any property owner or building/contractor shall ensure that any contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance, and shall be responsible for the actions of contractors to the contrary. No person shall damage in any way the utilities or streets in any manner, and any damage so inflicted shall become the responsibility of the person who creates the damage.

C-13 LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and 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 the same are installed, and that the keeping of the same does not constitute a nuisance. Hunting dogs are expressly prohibited.

C-14 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 material shall be kept in a clean and sanitary condition, and not be permitted at any time or location which is visible from the front of the lot.

C-15 OIL AND MINING OPERATIONS. No oil drilling, development operation, 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 structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-16 WATER SUPPLY. No individual water supply systems shall be permitted on any lot. The same shall be served by the City of Bryant, Arkansas that currently supplies this area.

C-17 SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot. Sewage connections must be made with the City Sewage System of the City of Bryant, Arkansas.

C-18 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 within the triangular area formed by the street property lines and the line connecting them at points 25 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 lines 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-19 LAND NEAR WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of

any water course, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

C-20 BUILDERS. All building must be performed by competent builders. The Architectural Control Committee reserves the right to submit for approval the name of any contractor selected by a property owner to an architect of the choosing of the Architectural Control Committee.

C-21 LOT, YARD, AND HOME MAINTENANCE. All property owners, including builders, shall keep all grounds and yards mowed, trimmed and clean, and all houses painted or stained. All lawnmowers, trash containers, ladders, children's toys, bicycles, exercise equipment, and similar items must be stored where they are not visible from the street, such as behind a wood privacy fence or inside a garage.

C-22 COMMENCEMENT OF CONSTRUCTION. A property owner must start construction of an approved dwelling within a period of one (1) year from the date of purchase, defined as the closing date. The owners reserve the option to repurchase any lot for the amount of original purchase price if construction is not commenced within such period of time. This option shall be exercised in writing within a period of 30 days after the one-year period.

C-23 COMPLETION OF CONSTRUCTION. Any dwelling must be completed in its entirety within a period of one (1) year from date such construction is commenced.

C-24 CURB CUTS. Curb cuts should not be necessary due to the rolled curb. Any curb cuts must be approved in writing by Bull Development, LLC. Violation will result in removal and replacement at the cost to the property owner. No material may be placed in the rain gutter in front of the curb.

C-25 MOTOR VEHICLE PARKING. Abandoned or unused motor vehicles shall not be parked or permitted to remain on any lot or within the dedicated street. No cars may be parked in front yards. All vehicles must have a current registration and license. Work trucks shall be parked inside garages and shall not be parked in driveways on a regular basis. Boats, recreational vehicles, tractors, commercial 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 and/or behind such privacy fence as defined in C-2 above. In any case, none of the above shall be allowed unless the privacy fence mentioned in C-2 above is installed. Owners or permanent residents are prohibited from parking in the street.

C-26 MINIMUM FLOOR LEVEL ELEVATION. The Architectural Control Committee reserves the right to proscribe a minimum floor elevation for any lot they deem such a minimum should be required.

C-27 MAILBOXES. Mailboxes shall be of the design and construction described by the Architectural Control Committee.

C-28 EXTERIOR LIGHTING. No night watcher lights shall be permitted. All exterior lighting other than normal landscape lighting must be approved by the Architectural Control Committee.

C-29 PROPERTY OWNERS ASSOCIATION. At such time as a valid Property Owners Association is established in Roman Heights Subdivision, the developer/owner shall deed to and otherwise turn over to and relinquish control of all "common areas" including "fence and sign easements" within said subdivision plat and/or any subsequent phases which may be developed. Until such time occurs, the developer/owner shall retain control of and maintenance of such areas.

C-30 SIDEWALKS. The owner of a lot is responsible for installation of a five foot wide sidewalk in front of his lot, six feet from back of curb. The sidewalk shall run from property line to property line extended, parallel to the street and may be interrupted by the driveway. The sidewalk is to be constructed of 3000 psi normal weight concrete with tooled or sawed control joints, four feet on center an ¾ inch expansion joint at each neighboring sidewalk connection. The sidewalk is to be normal concrete color and shall receive a broom finish.

PART D. ARCHITECTURAL CONTROL COMMITTEE

The owner will cause to be formed an Architectural Control Committee of 2 to 7 persons for the purpose of reviewing all construction plans to assure aesthetic harmony and beauty within the subdivision of Roman Heights Subdivision. In this regard, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition to, or change or alteration therein be made, nor shall any landscaping of any lot be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of external design and location in relation to surrounding structures and topography. In the event that any plans and specifications are submitted to the Committee for architectural review as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of 30 days following such submission, such failure shall be deemed to be an approval by the Committee for all purposes. The owners may elect to turn this function entirely over to residents of the subdivision at such time as it sees fit.

In any case, the members of this Committee shall in no event be held personally liable or responsible to any owner in this Addition for their actions, or lack thereof.

PART E. PROPERTY OWNERS' IMPROVEMENT DISTRICT

All lots in the Roman Heights Subdivision, Phase II (the "Subdivision") in addition to being bound by this Bill of Assurance, are also within the Bryant Municipal Property Owners' Multipurpose Improvement District #107 of Saline County, Arkansas, dated June 28, 2021 As such, all lots in the Subdivision are subject to the matters established thereby and therein including

but not limited to, assessments to enable the District to accomplish its purposes set out therein which the Property Owner agrees shall include, without limitation, the purchase of roadway and utilities infrastructure, the maintenance, preservation, improvement, management and servicing of the Subdivision common areas and improvements thereto, if the property within the District will be benefited thereby, and all such other purposes as established by the District's order of formation. Each lot owner in the Subdivision, by purchasing or otherwise owning a lot in the Subdivision agrees to and acknowledges that any such lot shall be subject to annual assessments levied by the District in whatever amounts the District Board of Commissioners determine. Additionally, the District may, but is not required to, maintain any private limited common areas designated as such on the Subdivision plat.

In connection therewith the District shall or may maintain such policy, or policies of liability and fire insurance with respect to the common area and personal property, if any, owned by the District as the District's Commissioners deem appropriate; grant easements, rights of way, or strips of land where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots; and, levy District assessments as the District deems appropriate. Such assessments shall create liens upon the lots assessed similar in priority as ad valorem taxes which liens shall be subject to the foreclosure sale of the lots and improvements thereon for nonpayment as provided by the Property Owners' Improvement District laws of Arkansas.

Exempted from District assessments are all property dedicated to and accepted by a local public authority if any part of the Subdivision property is subsequently so dedicated and the common areas. Use of the common areas shall be subject to such reasonable rules and regulations as may be hereafter established by the District's Board of Commissioners and as amended thereafter from time to time.

PART F. GENERAL PROVISIONS

F-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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, subject to the express provision that these covenants may be amended at any time after the date of execution by the owner or owners of the majority of the lots herein platted.

F-2 ENFORCEMENT. Enforcement shall be by proceedings at law in equity against any person or person violating or attempting to violate or attempting to violate any covenant either to restrain violation or to recover damages.

F-3 SEVERABILITY. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

F-4 AMENDMENTS. These restrictions and covenants may be amended at any time by a majority of the lot owner or owners, including the developers. The majority of lots is calculated as being over 50% of the total number of lots.

Paragraph C-7 may not be amended without the written approval of Bull Development, LLC.

In compliance with Title 15, SUBDIVISION REGULATIONS, of the City of Bryant, Arkansas, the following is included here under article E-4:

> That any amendment to the Bill of Assurance reducing the size of the buildings to be placed on lots must be approved by the Bryant Planning Commission.

F-5 CONFLICTS. If there is a conflict within different paragraphs of this document, within a single paragraph, or between this document and the plat, then the more restrictive language or interpretation will apply.

WITNESS our hands on this _____ day of _____, 2023.

BULL DEVELOPMENT, LLC.

By:_____
Travis McBride Bull, Manager

STATE OF ARKANSAS)
)
COUNTY OF SALINE)

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Travis McBride Bull of Bull Development, LLC. to me well known as the grantors in the foregoing document, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as Notary Public on this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

_____

(SEAL)

EXHIBIT "A"

PROPERTY DESCRIPTION: ROMAIN HEIGHTS PHASE 2

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 ; ALL IN SECTION 10, TOWNSHIP 01 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 1/2" REBAR, ACCEPTED AS THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 10; THENCE S88°21'12"E, A DISTANCE OF 25.00 FEET TO A FOUND 5/8" REBAR; THENCE N02°03'56"E, A DISTANCE OF 970.17 FEET TO A FOUND 5/8" REBAR (PLS #1375); THENCE N02°00'45"E, A DISTANCE OF 273.72 FEET TO A POINT, BEING THE **POINT OF BEGINNING** OF HEREIN DESCRIBED TRACT; THENCE N78°45'10"E A DISTANCE OF 1324.41 FEET TO A POINT; THENCE S02°16'42"W A DISTANCE OF 533.04 FEET TO A POINT; THENCE N88°30'37"W, A DISTANCE OF 201.63 FEET TO A POINT; THENCE S59°48'38"W, A DISTANCE OF 59.00 FEET TO A POINT; THENCE N88°20'09"W, A DISTANCE OF 165.93 FEET TO A POINT; THENCE S02°00'45"W, A DISTANCE OF 20.99 FEET TO A POINT; THENCE N87°59'15"W, A DISTANCE OF 174.31 FEET TO A POINT; THENCE S84°59'24"W, A DISTANCE OF 700.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING A CUMULATIVE OF 575,168 SQUARE FEET, OR 13.20 ACRES, MORE OR LESS.

SAID TRACT SUBJECT TO A 100 FOOT ELECTRIC TRANSMISSION EASEMENT ACROSS THE NORTH 100 FEET THEREOF, AND ANY OTHER EASEMENTS OR ENCUMBRANCES OF RECORD.