BILL OF ASSURANCE
DEYMAZ PLACE SUBDVISION

PART A. PREAMBLE

WHEREAS, NXT Gen Homes, LLC. is the Owner, by virtue of Property listed below in Saline County, Arkansas

DEYMAZ PLACE

TRACT 1

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A 2-1/2" ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SW1/4, SE1/4, OF SECTION 9;THENCE NORTH 01°49'03" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 821.57 FEET TO POINT; THENCE LEAVING SAID WEST LINE NORTH 89°44'37" EAST A DISTANCE OF 453.83 FEET TO A FND. 5/8" REBAR & CAP (PS 1506); THENCE SOUTH 02°02'23" WEST A DISTANCE OF 831.76 FEET TO A MAG NAIL (PS 1664) IN HILLTOP ROAD ON THE SOUTH LINE OF SAID SW1/4, SE1/4, OF SECTION 9;THENCE ALONG SAID SOUTH LINE NORTH 88°58'36" WEST A DISTANCE OF 450.35 FEET TO THE POINT OF BEGINNING; CONTAINING 373,565.14 SQUARE FEET, OR 8.58 ACRES, MORE OR LESS.
SUBJECT TO THE RIGHTS-OF-WAY OF MILLER ROAD AND HILLTOP ROAD.

TRACT 2

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 2-1/2" ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SW1/4, SE1/4, OF SECTION 9; THENCE NORTH 01°49'03" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 821.57 FEET TO POINT; THENCE LEAVING SAID WEST LINE NORTH 89°44'37" EAST A DISTANCE OF 453.83 FEET TO A FND. 5/8" REBAR & CAP (PS 1506) AND THE POINT OF BEGINNING; THENCE NORTH 02°02'23" EAST A DISTANCE OF 465.97 FEET TO A FND. 1/2" REBAR; THENCE NORTH 89°41'19" EAST A DISTANCE OF 126.28 FEET TO A FND. 1/2" REBAR; THENCE SOUTH 01°17'14" EAST A DISTANCE OF 100.11 FEET TO A FND. 1/2" REBAR; THENCE SOUTH 89°42'44" EAST A DISTANCE OF 100.02 FEET TO A FND. 1/2" REBAR; THENCE NORTH 01°08'50" WEST A DISTANCE OF 100.03 FEET TO A FND. 1/2" REBAR; THENCE NORTH 89°39'55" EAST A DISTANCE OF 635.46 FEET TO A FND. 1/2" PIPE AND THE NORTHWEST CORNER OF SAID, SE1/4, SE1/4, OF SECTION 9 ON THE WEST LINE OF LOMBARD HEIGHTS SUBDIVISION, PHASE 2, AS FILED FOR RECORD AS INSTRUMENT 2023-019236; THENCE ALONG SAID WEST LINE SOUTH 00°15'03" WEST A DISTANCE OF 63.20 FEET TO A FND. 5/8" REBAR AND THE SOUTHWESTERN-MOST CORNER OF LOT 40 OF SAID LOMBARD HEIGHTS, PHASE 2; THENCE ALONG THE SOUTH LINE OF SAID LOMBARD HEIGHTS, PHASE 2,

SOUTH 88°19'36" EAST A DISTANCE OF 863.97 FEET TO A SET 1/2" REBAR & CAP (PS 1664) ON THE SOUTH LINE OF LOT 31 OF SAID LOMBARD HEIGHTS, PHASE 2; THENCE SOUTH 70°39'54" EAST A DISTANCE OF 55.24 FEET TO A SET 1/2" REBAR & CAP (PS 1664) AT THE SOUTHWEST CORNER OF LOT 30 OF SAID LOMBARD HEIGHTS, PHASE 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 30 SOUTH 89°33'49" EAST A DISTANCE OF 120.02 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE LEAVING SAID SOUTH LINE SOUTH 01°42'20" WEST A DISTANCE OF 568.81 FEET TO A 5/8" REBAR & CAP (PS 568); THENCE NORTH 88°37'25" WEST A DISTANCE OF 167.02 FEET TO A FND. 5/8" REBAR & CAP (PS 568); THENCE NORTH 88°52'07" WEST A DISTANCE OF 167.71 FEET TO A FND. 5/8" REBAR & CAP (PS 568); THENCE NORTH 88°59'03" WEST A DISTANCE OF 329.43 FEET TO A FND. 5/8" REBAR; THENCE SOUTH 02°17'06" WEST A DISTANCE OF 660.32 FEET TO A SET 1/2" REBAR & CAP (PS 1664) ON THE SOUTH LINE OF SAID SE1/4, SE1/4, OF SECTION 9; THENCE ALONG SAID SOUTH LINE NORTH 88°58'36" WEST A DISTANCE OF 1,236.57 FEET TO A MAG NAIL (PS 1664) IN HILLTOP ROAD; THENCE LEAVING SAID SOUTH LINE NORTH 02°02'23" EAST A DISTANCE OF 831.76 FEET TO THE POINT OF BEGINNING; CONTAINING 1,973,470.21 SQUARE FEET, OR 45.30 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT-OF-WAY OF HILLTOP ROAD. SUBJECT TO A EASEMENT TO THE CITY OF BRYANT FOR WATER UTILITIES AS DESCRIBED IN SALINE COUNTY INSTRUMENT 1998-26120. SUBJECT TO A 30 FOOT ROAD EASEMENT ALONG THE SOUTH LINE HEREIN AS DESCRIBED IN SALINE COUNTY INSTRUMENT 2006-005696. SUBJECT TO A 40 FOOT EASEMENT TO THE CITY OF BRYANT FOR WATER UTILITIES AS DESCRIBED IN SALINE COUNTY INSTRUMENT 1999-061944.

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 DEYMAZ PLACE SUBDIVISION, Saline County, Arkansas.

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

NOW THEREFORE, NXT GEN HOMES, LLC.., in consideration of the purposes herein stated, does hereby designate said land and make part hereof to be known as DEYMAZ PLACE, to the City of Bryant, 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 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. Not 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 Saline County Planning Board.

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, 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. No dwelling shall be permitted on any lot unless the dwelling has at least 1,000 square feet, 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. Each dwelling shall have a minimum of a two car garage. No 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. For the purposes of this covenant, eaves and steps shall not be considered as part of the building. No lot shall be subdivided and no more than one dwelling shall be permitted on any one lot.

C-5 BUILDING REQUIRMENTS. All buildings shall have roof pitch of no less than 6/12. A 2 car enclosed garage, No chain link fences shall be allowed, and all fences shall be of a wood type 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 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. Above ground swimming pools are prohibited.

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. Any property owner 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 manner.

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 us 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.

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 comer 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 comer, 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.

C-18 COMMENCEMENT OF CONSTRUCTION. A property owner must start construction of an approved dwelling within_ a period of one (1) year from date of purchase. The developer reserves the option to repurchase any lot for the amount of the original purchase price if construction is not commenced within such period of time. This option shall be exercised in writing within a period of thirty (30) days after the one (1) year period.

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. GENERAL PROVISIONS:

D-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

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.

D-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.

D-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.

IN WITNESS WHEREOF, the name of Owner is hereby affixed by its Members this _____ day of _____, 2024.

NXT Gen Homes, LLC

BY: _____
Zach DeYmaz

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss
COUNTY OF SALINE)

WITNESS our hands the ____ day of _____, 2024.

NXT Gen Homes, LLC.

BY: _____
Zach DeYmaz

Acknowledgment

State of Arkansas

County of Saline

On this ____ day of ____, 2024, before me, the undersigned officer, personally appeared Zach DeYmaz, who acknowledged himself to be the Member of NXT Gen Homes, LLC, a limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the consideration and purposes therein contained, by signing the name of the NXT Gen Homes, LLC, as Member.

In witness whereof, I hereunto set my hand and official seal.

_____
Notary Public
My Commission expires: