BILL OF ASSURANCE
HILLCREST ADDITION
BRYANT, SALINE COUNTY, AR

KNOW ALL MEN BY THESE PRESENTS:

That, _____, being the Owner & Developer of the following described lands lying in the State of Arkansas, County of Saline, City of Bryant, to wit:

Hillcrest Addition, Lots 1 – 13, located in Section 17, T-1-S, R-14-W, Bryant, Saline County, Arkansas

AND, WHEREAS, it is desirable that all the above property be platted into lots, tracts and streets.

NOW THEREFORE WITNESSETH:

THAT, the said owner & Developer, hereinafter termed Grantor, has caused said tract of land to be preliminary plated by Lemons Engineering Consultants, Inc., Registered Professional Engineers, No. 7373, and a preliminary plat thereof made which is identified by the title "Final Plat – Hillcrest Addition" and approved by the Bryant Planning Commission, and is of record in the Saline County Courthouse.

AND. the Grantor does make this Bill of Assurance.

AND, Grantor does hereby certify that he had laid off, platted and subdivided and does hereby lay off, plat, and subdivide said real estate in accordance with said plat. The lands embraced in said plat shall be forever known as:

HILLCREST ADDITION
BRYANT, SALINE COUNTY, ARKANSAS

There are strips of ground shown and dimensioned on said plat marked "easement" reserved for the use of public utilities, sanitary sewer and/or drainage purposes subject at all times to the proper authorities and the easement herein reserved. The owners of lots in this subdivision shall take their title subject to the right of public utilities and the public.

The filing of the Final Bill of Assurance and Plat for the record in the office of Circuit Clerk and Ex-Officio Recorder of Saline County, Arkansas shall be a valid and complete delivery and dedication of the easements and streets as shown on said plat.

Hereinafter, conveyance and description of any of said lands by lot number as shown on said plat shall be a proper and sufficient description thereof.

Lots in said subdivision shall be sold by the Grantor and shall be purchased by the buyers thereof subject to the following covenants, to-wit:

BUILDING REQUIREMENTS:

1. Lots within the subdivision shall be used as single family residential dwellings. Dwellings constructed shall have not less than three (3) bedrooms, and two (2) baths as a minimum. A minimum of ninety percent (70%) of the exterior finish of all structures on lots must be either brick, stone, and/or cement board with foundation blocks covered. Roof Pitch will be a minimum of 8/12 pitch. All lots are required to have solid sodded yards, no seed, mulch or sprigs will be allowed. Driveways shall be of concrete and run from garage to street. Architectural shingles are required on dwellings.

2. Any property owner or builder/contractor performing services for the property owner shall comply with the provisions of this Bill of Assurance and shall be responsible for actions of Contractors to the contrary. No person shall damage in any way, the utility or streets in any manner and damage so inflicted shall become the responsibility of the person who creates the damage. Contractor is responsible for clearing all construction debris from construction site when complete. No trash shall be left behind. If trash is left behind, clean up will be hired and charged back to property owner.

3. Minimum heated and cooled square footage of dwelling must be 1400 square feet, which excludes porches, breezeways, terraces, garages, porte-cocheres and outbuildings.

4. Dwellings constructed on lots within the subdivision shall be placed according to the building setback line shown on the plat. Setback requirement for lots shall be as shown on the Final Plat, referenced above. No dwelling shall be constructed more than two (2) stories in height.

5. No building, fence, incinerator or any other permanent structure or improvement of any kind whether herein specifically enumerated or not, shall be built or maintained, within the area of any of the easements shown on the plat; and in the event any such obstruction is placed thereon in violation of this restriction and reservation, no utility will be liable for destruction of same in maintaining or repairing its lines located within the area of said easement.

6. Privacy fences shall begin at the back corner of the dwelling unless approved by the Developers. Side load dwellings have a 25’ set back from property line at driveway side. All fences

constructed shall be of wood type privacy fence with a height of 6 feet. No chain link fence shall be allowed.

7. Residential lots shall have no sign of any kind displayed to the public view on any lot except one sign of not more than five square feet (5') advertising the property for sale or signs used by a builder to advertise the property during the construction or sale period. No motor homes or recreational vehicles, boats or trailers of any kind shall be allowed to be kept on any lot except behind a privacy fence or in garage without written consent from developer. No vehicles shall be parked in yard or in streets except for special occasions, holidays, family events.

8. Storage buildings must be same brick matching house and have same architectural shingled roof to match house. Building must be approved by developer. Storage buildings not to exceed 400 sq. ft. unless approved by developer. Storage buildings must be behind 6' wood privacy fence – no exceptions. No above ground pools shall be allowed on any lot unless behind a 6' wood privacy fence. No storage building, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No hunting or offensive conduct shall be permitted. No storage building to be constructed over easements.

9. No vehicles can be placed on any vacant lot. Vacant lots cannot be used for storage or garden or disposal of grass clippings or trash. It is the responsibility of the buyer to keep vacant lots clean and mowed until the residence is built.

10. No animals of any kind shall be raised, bred or kept on any lot, except household pets provided that they are not kept, bred or maintained for any commercial purpose. All
animals are required to be contained in the home or behind a privacy fence and shall not become a nuisance with noise or running loose.

11. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations of more than 30 inches above which roadways shall be placed or permitted to remain on connecting them at points 50 feet from the intersection of the street lines or in the case of a rounded property corner within the triangle formed by tangents to the curve at its beginning and end and a line connecting them at points 50 feet from their intersection. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained by owner.

12. No fences, buildings or obstructions of any kind shall be constructed to project into or across the drainage easement at the side or rear of the lots where these easements contain open ditch drainage. Satellite dishes may be erected on the roof at the side or rear of dwellings.

13. Maintenance of the common areas and entrance signs/landscaping, shall be the responsibility of the Property Owners Association.

14. Monthly cost for street lights shall be the responsibility of the Property Owners Association (POA).

These covenants and restrictions shall not be amended, canceled or supplemented unless an instrument signed by at least seventy (70) percent of the owners of the aforesaid lots agreeing to change the covenants and restrictions in whole or in part. Multiple lot owners have a vote for each lot. This requirement shall remain in force until all lots are completely built on with residential structures. Once all lots have been built on, these covenants and restrictions shall not be amended, canceled or supplemented unless an instrument signed by a majority of lot owners (a minimum of 51%) of the aforesaid lots agreeing to change the covenants and restrictions in whole or in part. Multiple lot owners have a vote for each lot.

In the event of any attempt or violation of any of these covenants restrictions herein before the expiration date thereof, it shall be lawful for any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from so doing to recover damages or other dues for such violations.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed this _____ day of _____, 20____.

_____

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF _____

BE IT REMEMBERED that on this day came before me, a Notary Public, within and for the County and State aforesaid duly qualified, commissioned and acting, the within named _____ to me well known and stated and acknowledged that he had executed the same and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____

day of _____, 2024.

_____

Notary Public

My Commission Expires: _____