

BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, DELTIC TIMBER CORPORATION, a Delaware corporation (hereinafter called "Deltic"), is the owner of the following property:

CHENAL VALLEY, PHASE 34

Plat # 2008066776

PART OF THE W1/2 OF SECTION 35, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 45, BLOCK 9, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, BEING ALSO THE SOUTHEAST CORNER OF THE W1/2 SE1/4 NW1/4, SAID SECTION 35; THENCE N88°39'55"W ALONG THE SOUTH LINE OF SAID W1/2 SE1/4 NW1/4, 660.36 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N01°55'57"E ALONG THE WEST LINE OF THE SE1/4 NW1/4, 1308.92 FT. TO THE NORTHWEST CORNER THEREOF; THENCE N88°04'24"W ALONG THE SOUTH LINE OF THE NW1/4 NW1/4, SAID SECTION 35, 576.59 FT.; THENCE N27°33'44"E, 10.53 FT.; THENCE NORTHERLY ALONG THE ARC OF A 320.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N17°08'04"E, 115.84 FT.; THENCE N06°42'24"E, 132.99 FT.; THENCE NORTHERLY ALONG THE ARC OF A 245.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N02°57'19"E, 32.06 FT.; THENCE N00°47'47"W, 103.62 FT.; THENCE NORTHERLY ALONG THE ARC OF A 380.00 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N18°11'08"E, 247.20 FT. TO THE SOUTHEAST CORNER OF TRACT B, BLOCK 125, SAID CHENAL VALLEY; THENCE N37°11'01"E ALONG THE EAST LINE OF SAID TRACT B, 303.62; THENCE NORTHWESTERLY ALONG SAID EAST LINE OF TRACT B, BEING THE ARC OF A 38.71 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N18°00'18"W, 61.07 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE CHENAL VALLEY DRIVE; THENCE S67°49'08"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 364.69 FT.; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, BEING THE ARC OF A 924.93 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S52°35'36"E, 485.82 FT.; THENCE S37°22'04"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 218.62 FT. TO THE NORTHERNMOST CORNER OF TRACT A, BLOCK 12, SAID CHENAL VALLEY;



THENCE S52°37'56"W ALONG THE WESTERLY LINE OF SAID TRACT A AND ALONG THE WESTERLY LINE OF LOTS 10 AND 9, SAID BLOCK 12, 380.00 TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE S37°22'04"E ALONG THE SOUTHERLY LINE OF SAID LOT 9 AND ALONG THE SOUTHERLY LINE OF LOTS 8, 7, 6, 5 AND 4, SAID BLOCK 12, 833.95 FT. TO THE SOUTHERNMOST CORNER OF SAID LOT 4; THENCE S28°53'08"E ALONG THE SOUTHERLY LINE OF LOTS 3 AND 1, SAID BLOCK 12, 352.00 FT. TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S57°46'37"E, 83.10 FT. TO THE NORTHERNMOST CORNER OF LOT 6, BLOCK 7, SAID CHENAL VALLEY; THENCE S44°26'13"W ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST LINE OF LOT 7 AND TRACT E, SAID BLOCK 7, 578.43 FT. TO THE POINT OF BEGINNING, CONTAINING 39.2218 ACRES MORE OR LESS.

Chenal Valley an Addition to the City of Little Rock, Arkansas (the "Accadia Court Neighborhood"); and

WHEREAS, the Accadia Court Neighborhood is part of the community known as Chenal Valley and is subject to those certain Covenants and Restrictions filed November 22, 1989 in the office of the Circuit Clerk of Pulaski County as Instrument No. 89-61706, as amended, (the "Covenants and Restrictions"); and

WHEREAS, Deltic has caused to be incorporated (i) Accadia Court Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the Accadia Court Neighborhood and (ii) Chenal Valley Property Owners Association, Inc. for the purpose of administering the maintenance of the common areas and amenities of Chenal Valley; and

WHEREAS, all owners of lots within the Accadia Court Neighborhood are required to be members of the Accadia Court Property Owners Association, Inc. as provided for herein and members of Chenal Valley Property Owners Association, Inc. as provided for in the Covenants and Restrictions; and

WHEREAS, it is deemed advisable that all of the property shown on the plat hereinafter mentioned, be subdivided into building lots, tracts and streets as shown on the plat filed herewith and that said property be held, owned and conveyed subject to the protective covenants herein contained and in the Covenant and Restrictions in order to enhance the value of the Accadia Court Neighborhood.

NOW THEREFORE, Deltic, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a plat,



showing a survey made by Paul M. White, Registered Land Surveyor dated \_\_\_\_\_, and bearing a Certificate of Approval executed by the Department of Comprehensive Planning of the City of Little Rock, and showing the boundaries and dimensions of the property now being subdivided into lots, tracts and streets (the "Plat").

Deltic hereby donates and dedicates to the public an easement of way on, over and under the streets and right of way on said Plat to be used as public streets. In addition to the said streets, there are shown on said plat certain easements for drainage and/or utilities which Deltic hereby donates and dedicates to and for the use of public utilities ("Public Utilities"), the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water, sewer and cable television with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The use of the areas designated on the Plat as Tracts A, B and C, Block 126, Chenal Valley, an addition to the City of Little Rock, Arkansas, are hereby donated and dedicated by Deltic to the owners, as they may exist from time to time, of lots within the Accadia Court Neighborhood with the right to use these areas for utility, drainage, landscape trails, and pedestrian paths and the Accadia Court Property Owners Association, Inc. shall maintain such areas and improvements at its sole cost. **ADDITIONALLY, DELTIC HEREBY GRANTS TO THE PUBLIC UTILITIES, AFTER RECEIVING WRITTEN CONSENT FROM DELTIC AND ACCADIA COURT PROPERTY OWNERS ASSOCIATION, THE RIGHT TO USE THOSE PORTIONS OF THESE AREAS WITHIN SAID TRACTS SPECIFICALLY DESIGNATED AND IDENTIFIED BY DELTIC AND ACCADIA COURT PROPERTY OWNERS ASSOCIATION, INC. FOR UTILITY AND DRAINAGE EASEMENTS PROVIDED SUCH IMPROVEMENTS ARE MAINTAINED BY SAID PUBLIC UTILITIES.** No improvements shall be placed on the areas designated as Tracts A, B and C, Block 126, Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by the appropriate agencies of the City of Little Rock, Accadia Court Property Owners Association, Inc. and the Architectural Control Committee established pursuant to the Covenants and Restrictions and By-Laws of Chenal Valley Property Owners Association, Inc. (the "Architectural Control Committee").

**PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION OF UTILITIES WITHIN THE UTILITY EASEMENTS REFLECTED ON THE PLAT OR WITHIN TRACTS A, B AND C, BLOCK 126, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, THE PUBLIC UTILITIES MUST SUBMIT WRITTEN PLANS AND SPECIFICATIONS OF THE PROPOSED IMPROVEMENTS TO THE ARCHITECTURAL CONTROL COMMITTEE OF CHENAL VALLEY FOR REVIEW AND APPROVAL.**

**ALL UTILITIES TO BE INSTALLED BY PUBLIC UTILITIES AFTER PLATTING OF THE RIGHTS-OF-WAY MUST BE APPROVED PRIOR TO COMMENCEMENT OF CONSTRUCTION BY THE PUBLIC WORKS DEPARTMENT OF THE CITY OF LITTLE ROCK**



AND IF SUBSEQUENTLY INSTALLED IN THE RIGHTS-OF-WAY OR IN ANY EASEMENT ADJACENT TO THE RIGHTS-OF-WAY SUCH INSTALLATION MUST BE AT A DEPTH OF AT LEAST 30" BELOW THE ELEVATION OF THE ADJACENT STREET.

The filing of this Bill of Assurance and Plat for record in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County shall be a valid and complete delivery and dedication of the streets and easements subject to the limitations herein set out.

The lands embraced in the Plat shall be forever known as "Lots 1-32, Block 126 and Tracts A, B and C, Block 126, Chenal Valley, an addition to the City of Little Rock, Arkansas", and any and every deed of conveyance of any lot in the Accadia Court Neighborhood describing the same by the number shown on said Plat shall always be deemed a sufficient description thereof.

Said lands herein platted and any interest therein shall be held, owned and conveyed subject to and in conformity with the following covenants:

1 . Additions to Accadia Court Neighborhood. Additional lands of Deltic may become subject to this Bill of Assurance and added to Accadia Court Neighborhood in the following manner: Deltic shall have the right but not the obligation to bring within the Accadia Court Neighborhood additional properties, regardless of whether or not said properties are presently owned by Deltic, as future phases of the Accadia Court Neighborhood, provided that such additions are in accord with the general plan of development for the Accadia Court Neighborhood (the "Accadia Court General Plan") which has been prepared prior to the date of this Bill of Assurance and prior to the sale of any lot in the Accadia Court Neighborhood and is maintained in the office of Deltic and provided such proposed additions, if made, become subject to assessments of the Accadia Court Property Owners Association, Inc. for their share of expenses. UNDER NO CIRCUMSTANCES shall this Bill of Assurance or any supplement or the Accadia Court General Plan bind Deltic to make the proposed additions or to adhere to the Accadia Court General Plan or any subsequent development plan shown on the Accadia Court General Plan. Nor shall Deltic be precluded from conveying lands in the Accadia Court General Plan not subject to this Bill of Assurance or any supplement free and clear of this Bill of Assurance or any supplement thereto. Any additional phases added to the Accadia Court Neighborhood shall be made by filing of record a Supplemental Bill of Assurance with respect to the additional property and shall extend the covenants and restrictions of this Bill of Assurance to said additional property and the owners, including Deltic, of lots in those additions shall immediately be entitled to all rights and privileges provided in this Bill of Assurance. The Supplemental Bill of Assurance may contain such complimentary additions and modifications of the provisions of this Bill of Assurance necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Bill of Assurance. In no event, however, shall such supplement revoke, modify or add to the covenants established by this Bill of Assurance as to the property herein described. No entity, other than Deltic, shall have the right to subject additional lands to the Accadia Court Neighborhood unless Deltic shall indicate in writing that such additional lands may be included.



2. Architectural Control. No improvements shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of any improvement, including, but not limited to, walls, retaining walls and swimming pools, shall be made and no landscaping performed unless approved by the Architectural Control Committee as provided for in the Covenants and Restrictions and this Bill of Assurance.

3. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence.

4. Common Amenities. The areas designated on the Plat as Tracts A, B and C, Block 126, and all improvements thereon, including but not limited to, any walls, lighting, irrigation, private drives and landscaped areas shall be maintained by the Accadia Court Property Owners Association, Inc. except for public utility improvements which are maintained by such public utilities.

5. Delegation of Authority. Deltic has caused the formation of the Accadia Court Property Owners Association, Inc., a nonprofit corporation. Deltic shall have the right, but not the obligation, by a written instrument recorded in the Office of the Recorder for Pulaski County, Arkansas, to delegate, convey and transfer to such corporation all authority, rights, privileges and duties reserved by Deltic in this Bill of Assurance.

6. Creation of Obligation for Assessments. By acceptance of a deed or other conveyance of property covered by this Bill of Assurance, each owner, other than Deltic, of a lot within Accadia Court Neighborhood shall be deemed to covenant and agree to be a member of Accadia Court Property Owners Association, Inc. and to pay any assessments, charges and/or special assessments which may hereinafter be levied by the Accadia Court Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Accadia Court Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common properties, common area and common amenities within the Accadia Court Neighborhood and facilities which may be hereafter dedicated for use by Deltic or otherwise acquired by the Accadia Court Property Owners Association, Inc., which amount together with interest, costs of collection and a reasonable attorney's fee, shall be a continuing lien upon the lot.

In lieu of assessments being imposed upon such lots owned by Deltic, Deltic shall underwrite all reasonable costs for the operation of Accadia Court Property Owners Association, Inc. not covered by assessments paid by owners of non-Deltic lots until eighty percent (80%) of all lots are owned by persons or entities other than Deltic. Once eighty percent (80%) of all lots are owned by persons or entities other than Deltic, the remaining lots owned by Deltic shall be subject at the next annual assessment to the same assessments as non-Deltic lots.



7. Height and Type of Residence. The residences in Accadia Court shall be of similar size and architectural style so as to create a neighborhood of architectural continuity. All construction shall be approved by the Architectural Control Committee, in its sole and absolute discretion, as further provided for in paragraph 2 of this Bill of Assurance. No residence shall be erected, altered, placed or permitted to remain on any lot in the Accadia Court Neighborhood other than one detached single-family residence not to exceed two stories in height unless the Architectural Control Committee has approved in writing a residence of a greater height.

8. Setback Requirements. No residence shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the Plat (With the exception of Lots 1, 2 and 31, all front building lines are 25 ft. Part of lots 1 and 2, as shown on the Plat, shall have a 30 ft. front building setback line and Lot 31 as shown on the Plat shall have a 60 ft. front building setback line); provided, such setback requirements may be modified if such modification is approved by the Architectural Control Committee, the Little Rock Planning Commission or the Little Rock Board of Adjustment, and such other regulatory agency as may succeed to their functions. No building shall be located nearer to an interior lot side line than 9 feet. No principal dwelling shall be located on any lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches not under roof shall not be considered as a part of the building. Where two or more lots are acquired as a single building site, the side building lines shall refer only to those bordering the adjoining property owner.

9. Minimum Square Feet Area. No residence shall be constructed or permitted to remain on any building site in the Accadia Court Neighborhood unless the finished heated living area, exclusive of porches, patios, garages, breeze ways, exterior stairways, porte cocheres, storage areas and outbuildings, shall equal to or exceed that shown in the following schedule:

| <u>Lot Number</u> | <u>One Story<br/>Minimum Sq. Ft.</u> | <u>Multi-Story<br/>Minimum Sq. Ft.</u> |
|-------------------|--------------------------------------|--|
| All Lots          | 2,600                                | 3,000                                  |

Finished heated living area shall be measured in a horizontal plane to the face of the outside wall on each level.

10. Frontage of Residence on Streets. Any residence erected on any lot in the Accadia Court Neighborhood shall front or present a good frontage on the streets designated in the Plat, and for this purpose as applied to all inside lots, it shall mean that the residence shall front on the street designated, and on any corner lot it shall mean that the residence shall front or present a good frontage on both of the streets designated in the Plat.

11. Commercial Structures. No building or structure of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot. This



prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Accadia Court Neighborhood.

12. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee.

13. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse be thrown, placed or dumped upon any vacant lot, street, road or common areas, nor on any site unless placed in a container suitable for garbage pickup; nor shall anything ever be done which may be or become an annoyance or nuisance to the neighborhood.

14. Oil and Mineral Operations. No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

15. Cesspool. No leaching cesspool shall ever be constructed or used on any lot.

16. Existing Structure. No existing, erected building, manufactured home, mobile home or structure of any sort may be moved onto or placed on any of the above-described lots.

17. Temporary Structure. No trailer, basement, tower, tent, shack, garage, barn or other outbuilding other than a guest house and servants quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

18. Easements for Public Utilities and Drainage. Easements for the installation, maintenance, repair and replacement of utility services, sewer and drainage have heretofore been donated and dedicated, said easements being of various widths, reference being hereby made to the Plat filed herewith for a more specific description of width and location thereof. Except as otherwise provided herein, no trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such utility or drainage easement. In the event any trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such easement, no person, firm or corporation engaged in supplying public utility services shall be liable for the destruction of same in the installation, maintenance, repair or replacement of any utility service located within the area of such easement.



The Owner of a Lot is solely responsible for the existing drainage course across his Lot. The Accadia Court Property Owners Association, Inc. is only responsible for maintenance and replacement of drainage equipment and facilities existing within the easements granted herein and described on the Plat that are not the responsibility of the City of Little Rock, and has no responsibility for the maintenance and repair of any drainage course or equipment located upon those areas of the Lot outside the easement.

19. Landscape Easement on Lots 1 and 30. Deltic hereby grants to Accadia Court Property Owners Association, Inc. a perpetual landscape easement to construct, maintain, install and replace landscaping and related improvements, at its sole cost, upon that portion of Lots 1 and 30, Block 126, Chenal Valley, an addition to the City of Little Rock, Arkansas reflected on the Plat as Landscaping and Utility Easement. No trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be built or maintained by the Owner of Lot 1 or Lot 30 within the area of such easement without prior written consent of the Accadia Court Property Owners Association, Inc.

20. Fences, Flag Poles, Tree Houses. No fences or other enclosure of part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building setback line applicable and in effect as to each lot, provided, however, that chain link or similar fences are in all events strictly prohibited and shall not be used under any circumstances; provided, further, that it is not the intentions of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. Fencing of any type must be approved by the Architectural Control Committee as provided in paragraph 2 hereof. No flagpoles or tree houses may be erected or installed on any lot.

21. Sight Line Restrictions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points fifty (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 fifty (50) feet from their intersection. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of at least eight (8) feet to prevent obstruction of such sight lines. The same sight line limitations shall apply on any lot within ten feet of the intersection of the street property line with the edge of a driveway or alley pavement.

22. Property Lines and Boundaries. Iron pins have been set on all lot corners and points of curve and all lot dimensions shown on curves are chord distances, and all curve data as shown on the Plat filed herewith is centerline curve data. In the event of minor discrepancies between the dimensions or distances as shown on the Plat and actual dimensions and distances as disclosed by the established pins, the pins as set shall control.



23. Driveway Obstructions. No obstruction shall be placed in the street gutter. Curbs shall be saw cut at driveways with a diamond blade, and driveway grades lowered to meet the gutter line not more than two inches above the gutter grade.

24. Subdividing Lot. No lot shall be subdivided.

25. Gordon Road and Chenal Valley Drive. Vehicular access to any lot from Gordon Road or Chenal Valley Drive is prohibited.

26. EASEMENT FOR PRIVATE DRIVE. A PRIVATE DRIVE AND UTILITY EASEMENT FOR LOTS 29, 30, 31 AND 32, BLOCK 126 WITHIN THE ACCADIA COURT NEIGHBORHOOD IS SHOWN ON THE PLAT ("30' PRIVATE DRIVE AND UTILITY EASEMENT") OVER TRACT C, BLOCK 126 AND LOT 31, BLOCK 126.

SUCH EASEMENT IS HEREBY DEDICATED AS A UTILITY EASEMENT AND A PRIVATE ACCESS EASEMENT FOR VEHICULAR TRAFFIC SOLELY TO THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, OF LOTS 29, 30, 31 AND 32, BLOCK 126.

THE 30' PRIVATE DRIVE LOCATED WITHIN THE 30' PRIVATE DRIVE AND UTILITY EASEMENT SHALL BE MAINTAINED BY THE ACCADIA COURT PROPERTY OWNERS ASSOCIATION, INC.

27. PROHIBITED ACCESS TO LOTS 31 AND 32. INGRESS AND EGRESS TO LOTS 31 AND 32, BLOCK 126 OVER ITS NORTHERN BOUNDARY (THAT PORTION OF THE LOTS ADJACENT TO CHENAL VALLEY DRIVE) IS PROHIBITED, NOT PERMITTED AND IS UNAVAILABLE. THE SOLE ACCESS TO LOTS 31 AND 32, BLOCK 126 SHALL BE OVER THE 30' PRIVATE DRIVE AND UTILITY EASEMENT REFLECTED ON THE PLAT.

28. Right to Enforce. The restrictions herein set forth as well as those contained within the Covenant and Restrictions shall run with the land and shall bind the present owner, its successors and assigns. All parties claiming by, through or under the present owner shall be taken to covenant with the owner of the lots hereby restricted, and their respective successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with respect to breaches committed during its, his or their term of holding title to said land. Deltic, its successors and assigns (for so long as Deltic owns lots within Accadia Court Neighborhood but not thereafter), the Accadia Court Property Owners Association, Inc. and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure by owner or owners of any lot or lots in this addition to observe any of the restrictions herein. Any delay in bringing such action shall in no event be deemed to be a waiver of the right to do so thereafter.



29. Modification of Restrictions. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or canceled, in whole or in part, by a written instrument signed and acknowledged by owner or owners of more than seventy-five percent (75%), as it may exist at such time, including additions made hereto pursuant to Paragraph 1 hereof, of the total lots within the Accadia Court Neighborhood. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2038, after which time each covenant in this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument terminating the covenants signed by the then owners of seventy-five percent (75%) of the lots in the Accadia Court Neighborhood has been recorded prior to the commencement of any ten-year period.

30. Attorney Fee. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this instrument or any provisions thereof, by reference or otherwise, the prevailing party or parties shall be entitled to attorney fees in such amount as the court finds reasonable. All remedies provided for herein, or at law or equity, shall be cumulative and not exclusive.

31. Oil, Gas and Other Minerals. Deltic Timber Purchasers, Inc., a wholly owned subsidiary of Deltic, for and in consideration of Ten and No/100 Dollars (\$10.00), executes this Bill of Assurance solely upon the belief that it may own a portion of, gas and minerals except the coal, sand, clay and gravel in and under the above-described land and hereby subordinates its interest in the oil, gas and other minerals except coal, sand, clay and gravel to the Bill of Assurance and pursuant to paragraph fourteen (14) thereof will not engage the use of the surface in any oil drilling, oil development operating, oil refining, quarrying or mining operations.


32. Extension. All covenants for which extension is not otherwise provided in this instrument, shall automatically be extended for successive periods of ten (10) years each unless modified, terminated or canceled as provided herein.

33. Severability. Invalidation of any restriction set forth herein or any part thereof by any order, judgment or decree of any court or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, but they shall remain in full force and effect.

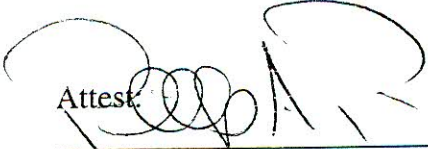
EXECUTED this 22<sup>nd</sup> day of September, 2008.

DELTIC TIMBER CORPORATION

By:


  
Ray C. Dillon, President

Attest:

  
Phillip A. Pesek, Secretary

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Reviewed only for inclusion of minimum standards  
required by the City of Little Rock subdivision regulations.  
Bill of Assurance provisions established by the  
developer may exceed minimum regulations of the  
Little Rock subdivision and zoning ordinances.

  
City of Little Rock Planning Commission



ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF UNION

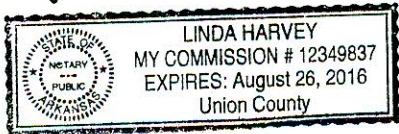
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ray C. Dillon and Phillip A. Pesek being the President and Secretary, respectively, of DELTIC TIMBER CORPORATION and who had been designated by said DELTIC TIMBER CORPORATION to execute the above instrument, to me personally well known, who stated they were the President and Secretary of said DELTIC TIMBER CORPORATION and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said DELTIC TIMBER CORPORATION, and further stated and acknowledged that they 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 this 22<sup>nd</sup> day of September, 2008.

Linda Harvey  
Notary Public

My Commission Expires:

August 26, 2016





DELTIC TIMBER PURCHASERS, INC.

By: Ray C. Dillon  
Ray C. Dillon, President

Attest: Phillip A. Pesek  
Phillip A. Pesek, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF UNION

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ray C. Dillon and Phillip A. Pesek being the President and Secretary, respectively, of DELTIC TIMBER PURCHASERS, INC. and who had been designated by said DELTIC TIMBER PURCHASERS, INC. to execute the above instrument, to me personally well known, who stated they were President and Secretary of said DELTIC TIMBER PURCHASERS, INC. and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said DELTIC TIMBER PURCHASERS, INC. and further stated and acknowledged that they 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 this 22<sup>nd</sup> day of September, 2008.

Linda Harvey  
NOTARY PUBLIC

My commission expires:  
August 26, 2016

