

H-546

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PAF O'BRIEN
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees \$47.00

2005097403

BILL OF ASSURANCE

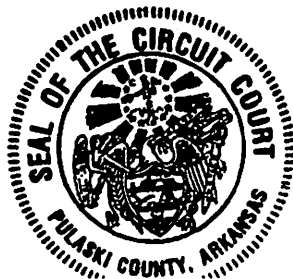
KNOW ALL MEN BY THESE PRESENTS:

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

PART OF THE NW1/4 OF SECTION 27, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE NORTHWEST CORNER OF TRACT A, BLOCK 92, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S07°02'19"W ALONG THE WEST LINE OF SAID BLOCK 92, 129.99'; THENCE S08°10'18"W CONTINUING ALONG THE WEST LINE OF BLOCK 92, 848.85'; THENCE N72°27'00"W, 146.94'; THENCE S66°28'08"W, 378.61'; THENCE S52°01'33"W, 460.31'; THENCE S77°57'11"W, 178.46'; THENCE N10°46'08"W, 195.15'; THENCE N79°13'52"E, 46.34'; THENCE N10°46'08"W, 156.50'; THENCE N25°04'31"E, 85.22'; THENCE N13°23'56"W, 250.79'; THENCE N14°35'27"E, 303.52'; THENCE N10°06'41"W, 148.01'; THENCE SOUTHWESTERLY ALONG THE ARC OF A 175.00' RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S76°10'36"W, 17.78'; THENCE N16°44'06"W, 50.00'; THENCE N18°27'07"W, 166.76'; THENCE N09°55'16"W, 30.00' TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CHENAL VALLEY DRIVE; THENCE N80°04'44"E ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING THE ARC OF A 924.93' RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N88°33'32"E, 272.78'; THENCE S82°57'41"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 425.53' TO THE POINT OF BEGINNING, CONTAINING 29.2767 ACRES MORE OR LESS,

located in Chenal Valley an Addition to the City of Little Rock, Arkansas (the "Orle` Neighborhood"): and

WHEREAS, the Orle` 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 Orle` Property Owners Association, Inc. for the purpose of administering the maintenance of the common areas, tracts, roadways and amenities in the Orle` Neighborhood and 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 Orle` Neighborhood will be members of Orle` Property Owners Association, Inc. as required herein and also members of Chenal Valley Property Owners Association, Inc. as required 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 Orle` 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 October, 2005, 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").

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, 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 areas designated on the Plat as Tracts A, B, C, and D, Block 113, Chenal Valley, an addition to the City of Little Rock, Arkansas, and roadways, street lights, drainage facilities and other infrastructures are hereby donated and dedicated by Deltic to the owners, as they may exist from time to time, of lots within the Orle` Neighborhood with the right to use these areas for utility, drainage, buffer, park, pedestrian paths or trails, landscaping and aesthetic purposes and the Orle` 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 Orle` Property Owners Association, Inc., the right to use portions of these areas within said Tracts specifically designated by Deltic and the Orle` 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, C and D, Block 113, other than improvements for those designated purposes, unless first approved by the appropriate agencies of the City of Little Rock, Orle` 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").

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 easements subject to the limitations herein set out.

The lands embraced in the Plat shall be forever known as "Lots 1-18, Block 113, Lots 54-55, Block 113, Lots 1-9, Block 114, Lots 1-11, Block 115, Lots 1-8, Block 116 and Tracts A, B, C and D, Block 113, Chenal Valley, an addition to the City of Little Rock, Arkansas," and any and every deed of conveyance of any lot in the Orle` 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 Orle` Neighborhood. Additional lands of Deltic may become subject to this Bill of Assurance and added to Orle` Neighborhood in the following manner: Deltic shall have the right but not the obligation to bring within the Orle` Neighborhood additional properties, regardless of whether or not said properties are presently owned by Deltic, as future phases of the Orle` Neighborhood, provided that such additions are in accord with the general plan of development for the Orle` Neighborhood (the "Orle` 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 Orle` Neighborhood and is maintained in the office of Deltic and provided such proposed additions, if made, become subject to assessments of the Orle` Property Owners Association, Inc. for their share of expenses. UNDER NO CIRCUMSTANCES shall this Bill of Assurance or any supplement or the Orle` General Plan bind Deltic to make the proposed additions or to adhere to the Orle` General Plan or any subsequent development plan shown on the Orle` General Plan. Nor shall Deltic be precluded from conveying lands in the Orle` 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 Orle` 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 general plan of development or 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 Orle` Neighborhood unless Deltic shall indicate in writing that such additional lands may be included.

2. Architectural Control. No improvement shall be constructed or maintained upon any lot or tract and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless approved by the Architectural Control Committee as provided for in the Covenants and Restrictions.

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, C and D, Block 113, and the roadways within the Orle` Neighborhood as designated on the Plat, and all improvements thereon, including but not limited to all streets, walls, lighting, irrigation, gates, gatehouses and landscaped areas shall be maintained by the Orle` 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 Orle` 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 Orle` Neighborhood shall be deemed to covenant and agree to pay any assessments, charges and/or special assessments which may hereinafter be levied by the Orle` Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Orle` Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common amenities and roadways within the Orle` Neighborhood and facilities which may be hereafter dedicated for use by Deltic or otherwise acquired by the Orle` 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 Orle` Property Owners Association, Inc. not covered by assessments paid by owners of lots other than Deltic 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 to the same assessments as lots owned by others than Deltic.

7. Height and Type of Residence. The residences in Orle` Neighborhood 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 Orle` Neighborhood other than one detached single-family residence not to exceed two and one-half stories in height.

8. Setback Requirements. No residence shall be located on any lot nearer to the front lot line or the side street line than twenty-five (25) feet. No building shall be located nearer to an interior lot side line than ten (10) feet. Unless provided for to the contrary on the Plat, no principal dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches not under roofs shall not be considered as a part of the building. Where two or more lots are acquired as a single building site, the site 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 Orle` Neighborhood unless the finished heated living area, exclusive of porches, patios, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall be equal to or exceed that shown in the following schedule:

<u>Lot Number</u>	<u>One Story Minimum Sq. Ft.</u>	<u>Multi-Story Minimum Sq. Ft.</u>
All Lots	2,800	3,800

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 Orle` 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 Orle` Neighborhood.

12. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence including, but not limited to tree houses, play houses, and flagpoles, 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 building or structure of any sort may be moved onto or placed on any of the above-described lots.

17. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding other than a guest house and servants quarters can be erected on a building site covered by these covenants or at any time be used for human habitation, temporarily or permanently. No structure of a temporary character can 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. 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.

19. Easement for Golf Cart Traffic. In addition to the easements previously dedicated, an access easement for the residents within the Orle` Neighborhood who are members in good standing of Chenal County Club, Inc. and entitled to golfing privileges, is located upon Tracts A, B, C, and D, Block 113, as shown on the Plat and such easement is hereby dedicated as a private easement for pedestrian and golf traffic for the use of owners of lots in the Orle` Neighborhood to be used for access to the adjacent golf course. The easement shall be maintained by the Orle` Property Owners Association, Inc.

20. Private Roadways. All roadways within Orle` Neighborhood are private access easements for vehicular traffic only for the use of the owners of lots in Orle` Neighborhood. An

easement is also hereby granted to the public for access to the lots in the case of an emergency created by fire, public safety, or other occurrence necessitating access to a lot by any public utility, fire department, police department or other public agency. Additionally, Deltic hereby grants to the public utilities the right to use these areas for utility and drainage easements provided such public improvements are maintained by said public utilities. Orle` Property Owners Association, Inc. shall maintain such private access easement including all private improvements thereon, including but not limited to roadway, irrigation, street lights, gated entry and gatehouse.

21. Fences. No fences, 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.

22. 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.

23. 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.

24. 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.

25. Subdividing Lot. No lot shall be subdivided.

26. Assumption of Risk. By acceptance of a deed or other conveyance of property, each owner of a Lot assumes all risk for damages to persons or property arising from errantly struck golf balls by members and guests of the Chenal Country Club, Inc., and accepts title to such lot with

knowledge of the possibility of errantly struck golf balls striking the lot and/or persons and improvements located thereon.

27. Right to Enforce. The restrictions herein set forth 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 its 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 Orle` Neighborhood but not thereafter), the Orle` 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.

28. 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%) in area of the total land contained within the Orle` Neighborhood. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2035 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 Orle` Neighborhood has been recorded prior to the commencement of any ten-year period.

29. Attorney Fee. In any legal or equitable proceeding for damages or 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.

30. Oil, Gas and Other Minerals. Deltic Timber Purchasers, Inc., 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 the oil, 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.

31. 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.

32. 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 9th day of November, 2005.

DELTIC TIMBER CORPORATION

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

DELTIC TIMBER CORPORATION
CORPORATE SEAL
Attest:
W. Bayless Rowe
1995
W. Bayless Rowe, Secretary

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.

[Signature] 11/16/05
City of Little Rock Planning Commission

ACKNOWLEDGMENT

STATE OF ARKANSAS

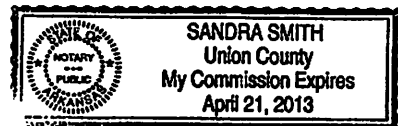
COUNTY OF UNION

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 W. Bayless Rowe 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 9th day of November, 2005.

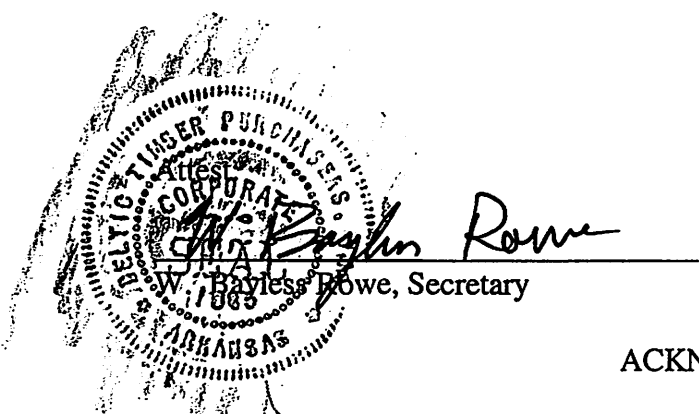
Sandra Smith
Notary Public

My Commission Expires:
4-21-2013



DELTIC TIMBER PURCHASERS, INC.

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



ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF UNION

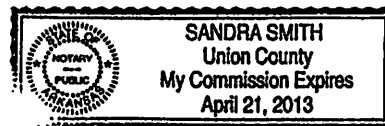
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ray C. Dillon and W. Bayless Rowe being the President and Secretary, respectively, of DELTIC TIMBER PURCHASERS, INC. and who had been designated by said DELTIC 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 9th day of November, 2005.

Sandra Smith
NOTARY PUBLIC

My commission expires:

4-21-2013



H-564

2005100976
12/01/2005 01:48:24 PM
Filed & Recorded in
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PAT O'BRIEN
PULASKI COUNTY
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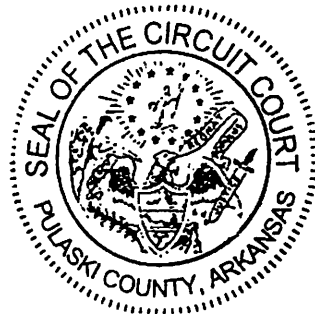
CORRECTED SUPPLEMENT TO BILL OF ASSURANCE

This Corrected Supplement to Bill of Assurance executed this 9th day of November, 2005, is made by Deltic Timber Corporation (the "Developer" or the "Declarant") as hereinafter set forth:

WHEREAS, Developer caused to be filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, that certain Bill of Assurance to Chenal Valley, an addition to the City of Little Rock, Arkansas, on November 16, 2005, Instrument No. 2005097403, creating the Orle' Neighborhood (the "Original Bill of Assurance"). Developer files this Corrected Supplement to Bill of Assurance for the purpose of correcting an error in a legal description of the Orle' Neighborhood, which property is owned by the Developer and is described as follows:

PART OF THE NW1/4 OF SECTION 27, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT A, BLOCK 92, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S07°02'19"W ALONG THE WEST LINE OF SAID BLOCK 92, 129.99 FT.; THENCE S08°10'18"W CONTINUING ALONG THE WEST LINE OF BLOCK 92, 848.85 FT.; THENCE N72°27'00"W, 146.94 FT.; THENCE S66°28'08"W, 378.61 FT.; THENCE S52°01'33"W, 460.31 FT.; THENCE S77°57'11"W, 178.46 FT.; THENCE N10°46'08"W, 195.15 FT.; THENCE N79°13'52"E, 46.34 FT.; THENCE N10°46'08"W, 156.50 FT.; THENCE N25°04'31"E, 85.22 FT.; THENCE N13°23'56"W, 250.79 FT.; THENCE N14°35'27"E, 303.52 FT.; THENCE N10°06'41"W, 148.01 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 175.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S76°10'36"W, 17.78 FT.; THENCE N16°44'06"W, 50.00 FT.; THENCE N18°27'07"W, 166.76 FT.; THENCE N09°55'16"W, 30.00 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CHENAL VALLEY DRIVE; THENCE N80°04'44"E ALONG SAID SOUTH RIGHT-OF-WAY LINE 555.80 FT.; THENCE EASTERLY 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 N88°33'32"E, 272.78 FT.; THENCE S82°57'41"E CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 425.53 FT. TO THE POINT OF BEGINNING, CONTAINING 29.2767 ACRES MORE OR LESS.



located in Chenal Valley an Addition to the City of Little Rock, Arkansas (the "Orle' Neighborhood"): and

WHEREAS, the Orle' 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 Orle` Property Owners Association, Inc. for the purpose of administering the maintenance of the common areas, tracts, roadways and amenities in the Orle` Neighborhood and 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 Orle` Neighborhood will be members of Orle` Property Owners Association, Inc. as required herein and also members of Chenal Valley Property Owners Association, Inc. as required 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 Orle` 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 October, 2005, 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").

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, 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 areas designated on the Plat as Tracts A, B, C, and D, Block 113, Chenal Valley, an addition to the City of Little Rock, Arkansas, and roadways, street lights, drainage facilities and other infrastructures are hereby donated and dedicated by Deltic to the owners, as they may exist from time to time, of lots within the Orle` Neighborhood with the right to use these areas for utility, drainage, buffer, park, pedestrian paths or trails, landscaping and aesthetic purposes and the Orle` 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 Orle` Property Owners Association, Inc., the right to use portions of these areas within said Tracts specifically designated by Deltic and the Orle` 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, C and D, Block 113, other than improvements for those designated purposes, unless first approved by the appropriate agencies of the City of Little Rock, Orle` 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").

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 easements subject to the limitations herein set out.

The lands embraced in the Plat shall be forever known as "Lots 1-18, Block 113, Lots 54-55, Block 113, Lots 1-9, Block 114, Lots 1-11, Block 115, Lots 1-8, Block 116 and Tracts A, B, C and D, Block 113, Chenal Valley, an addition to the City of Little Rock, Arkansas," and any and every deed of conveyance of any lot in the Orle` 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 Orle` Neighborhood. Additional lands of Deltic may become subject to this Bill of Assurance and added to Orle` Neighborhood in the following manner: Deltic shall have the right but not the obligation to bring within the Orle` Neighborhood additional properties, regardless of whether or not said properties are presently owned by Deltic, as future phases of the Orle` Neighborhood, provided that such additions are in accord with the general plan of development for the Orle` Neighborhood (the "Orle` 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 Orle` Neighborhood and is maintained in the office of Deltic and provided such proposed additions, if made, become subject to assessments of the Orle` Property Owners Association, Inc. for their share of expenses. UNDER NO CIRCUMSTANCES shall this Bill of Assurance or any supplement or the Orle` General Plan bind Deltic to make the proposed additions or to adhere to the Orle` General Plan or any subsequent development plan shown on the Orle` General Plan. Nor shall Deltic be precluded from conveying lands in the Orle` 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 Orle` 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 general plan of development or 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 Orle` Neighborhood unless Deltic shall indicate in writing that such additional lands may be included.

2. Architectural Control. No improvement shall be constructed or maintained upon any lot or tract and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless approved by the Architectural Control Committee as provided for in the Covenants and Restrictions.

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, C and D, Block 113, and the roadways within the Orle` Neighborhood as designated on the Plat, and all improvements thereon, including but not limited to all streets, walls, lighting, irrigation, gates, gatehouses and landscaped areas shall be maintained by the Orle` 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 Orle` 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 Orle` Neighborhood shall be deemed to covenant and agree to pay any assessments, charges and/or special assessments which may hereinafter be levied by the Orle` Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Orle` Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common amenities and roadways within the Orle` Neighborhood and facilities which may be hereafter dedicated for use by Deltic or otherwise acquired by the Orle` 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 Orle` Property Owners Association, Inc. not covered by assessments paid by owners of lots other than Deltic 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 to the same assessments as lots owned by others than Deltic.

7. Height and Type of Residence. The residences in Orle` Neighborhood 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 Orle` Neighborhood other than one detached single-family residence not to exceed two and one-half stories in height.

8. Setback Requirements. No residence shall be located on any lot nearer to the front lot line or the side street line than twenty-five (25) feet. No building shall be located nearer to an interior lot side line than ten (10) feet. Unless provided for to the contrary on the Plat, no principal dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and porches not under roofs shall not be considered as a part of the building. Where two or more lots are acquired as a single building site, the site 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 Orle` Neighborhood unless the finished heated living area, exclusive of porches, patios, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall be equal to or exceed that shown in the following schedule:

<u>Lot Number</u>	<u>One Story Minimum Sq. Ft.</u>	<u>Multi-Story Minimum Sq. Ft.</u>
All Lots	2,800	3,800

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 Orle` 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 Orle` Neighborhood.

12. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence including, but not limited to tree houses, play houses, and flagpoles, 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 building or structure of any sort may be moved onto or placed on any of the above-described lots.

17. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding other than a guest house and servants quarters can be erected on a building site covered by these covenants or at any time be used for human habitation, temporarily or permanently. No structure of a temporary character can 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. 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.

19. Easement for Golf Cart Traffic. In addition to the easements previously dedicated, an access easement for the residents within the Orle` Neighborhood who are members in good standing of Chenal County Club, Inc. and entitled to golfing privileges, is located upon Tracts A, B, C, and D, Block 113, as shown on the Plat and such easement is hereby dedicated as a private easement for pedestrian and golf traffic for the use of owners of lots in the Orle` Neighborhood to be used for access to the adjacent golf course. The easement shall be maintained by the Orle` Property Owners Association, Inc.

20. Private Roadways. All roadways within Orle` Neighborhood are private access easements for vehicular traffic only for the use of the owners of lots in Orle` Neighborhood. An

easement is also hereby granted to the public for access to the lots in the case of an emergency created by fire, public safety, or other occurrence necessitating access to a lot by any public utility, fire department, police department or other public agency. Additionally, Deltic hereby grants to the public utilities the right to use these areas for utility and drainage easements provided such public improvements are maintained by said public utilities. Orle` Property Owners Association, Inc. shall maintain such private access easement including all private improvements thereon, including but not limited to roadway, irrigation, street lights, gated entry and gatehouse.

21. Fences. No fences, 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.

22. 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.

23. 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.

24. 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.

25. Subdividing Lot. No lot shall be subdivided.

26. Assumption of Risk. By acceptance of a deed or other conveyance of property, each owner of a Lot assumes all risk for damages to persons or property arising from errantly struck golf balls by members and guests of the Chenal Country Club, Inc., and accepts title to such lot with

knowledge of the possibility of errantly struck golf balls striking the lot and/or persons and improvements located thereon.

27. Right to Enforce. The restrictions herein set forth 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 its 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 Orle` Neighborhood but not thereafter), the Orle` 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.

28. 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%) in area of the total land contained within the Orle` Neighborhood. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2035 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 Orle` Neighborhood has been recorded prior to the commencement of any ten-year period.

29. Attorney Fee. In any legal or equitable proceeding for damages or 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.

30. Oil, Gas and Other Minerals. Deltic Timber Purchasers, Inc., 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 the oil, 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.

31. 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.

32. 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 9th day of November, 2005.

DELTIC TIMBER CORPORATION

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

DELTIC TIMBER CORPORATION
CORPORATE
Attest:
W. Bayless Rowe
1995
W. Bayless Rowe, Secretary

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

[Signature] 11/16/05
City of Little Rock Planning Commission

ACKNOWLEDGMENT

STATE OF ARKANSAS

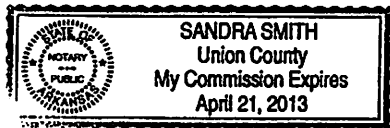
COUNTY OF UNION

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 W. Bayless Rowe 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 9th day of November, 2005.

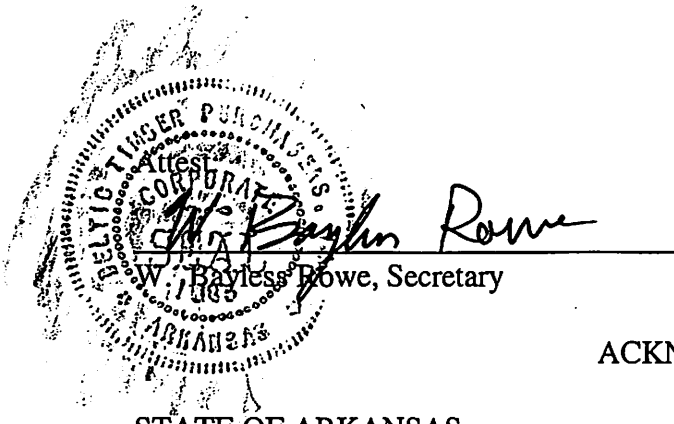
Sandra Smith
Notary Public

My Commission Expires:
4-21-2013



DELTIC TIMBER PURCHASERS, INC.

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



W. Bayless Rowe
W. Bayless Rowe, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF UNION

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of November, 2005.

Sandra Smith
NOTARY PUBLIC

My commission expires:

4-21-2013

