

93 00836 D-620

BILL OF ASSURANCE

FILED AND RECORDED
93 JAN -6 AM 11:03
J. Valley
PULASKI CO. CIRCUIT CLERK
AND RECORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, DELTIC FARM & TIMBER CO., INC., an Arkansas corporation (hereinafter called "Deltic"), is the owner of the following property:

Part of the $W\frac{1}{2}$, $NE\frac{1}{2}$; $E\frac{1}{2}$, $NW\frac{1}{2}$ and $NW\frac{1}{2}$ $NW\frac{1}{2}$, Section 35 and part of the $SW\frac{1}{2}$, $SW\frac{1}{2}$, Section 26, T-2-N, R-14-W, Pulaski County, Arkansas, more particularly described as: starting at the Southwest corner of the $SE\frac{1}{2}$, $NW\frac{1}{2}$, said Section 35; thence $S88^{\circ}45'21''E$ along the South line of said $SE\frac{1}{2}$, $NW\frac{1}{2}$, 660.40 ft. to the Southwest corner of the $E\frac{1}{2}$, $SE\frac{1}{2}$, $NW\frac{1}{2}$, said Section 35; thence $N44^{\circ}26'13''E$, 537.63 ft.; thence $N28^{\circ}54'24''W$, 437.94 ft.; thence $N37^{\circ}22'04''W$, 833.95 ft.; thence $N52^{\circ}37'56''E$, 380.0 ft. to the point of beginning; thence $N37^{\circ}22'04''W$, 218.62 ft.; thence Northwesterly along the arc of a 924.93 ft. radius curve to the left, having a chord bearing and distance of $N52^{\circ}35'36''W$, 485.82 ft.; thence $N67^{\circ}49'08''W$, 515.86 ft.; thence Northwesterly along the arc of a 746.20 ft. radius curve to the right having a chord bearing and distance of $N52^{\circ}59'39''W$, 381.85 ft.; thence $N51^{\circ}49'50''E$, 60.0 ft.; thence Northerly along the arc of a 686.20 ft. radius curve to the right having a chord bearing and distance of $N28^{\circ}03'58''W$, 255.66 ft.; thence $N82^{\circ}49'39''E$, 256.46 ft.; thence $N14^{\circ}09'41''E$, 69.68 ft.; thence $S60^{\circ}24'39''E$, 595.02 ft.; thence $S71^{\circ}54'40''E$, 209.35 ft.; thence $S61^{\circ}40'30''E$, 640.71 ft.; thence $S40^{\circ}16'56''E$, 584.64 ft.; thence $S1^{\circ}19'56''E$, 129.03 ft.; thence $S49^{\circ}11'13''E$, 979.80 ft. to a point on the Northerly right-of-way line of Chenal Valley Drive; thence Westerly along said Northerly right-of-way line, being the arc of a 686.20 ft. radius curve to the right, having a chord bearing and distance of $N86^{\circ}21'28''W$, 592.83 ft.; thence $N60^{\circ}42'44''W$ and continuing along said Northerly right-of-way line and said Northerly right-of-way line extended Westerly, 182.82 ft.; thence Northwesterly along the arc of a 924.93 ft. radius curve to the right, having a chord bearing and distance of $N49^{\circ}02'24''W$, 374.25 ft.; thence $N37^{\circ}22'04''W$, 360.45 ft.; thence $S52^{\circ}37'56''W$, 60.0 ft. to the point of beginning, containing 29.5802 Acres, more or less.

shown on the plat, hereinafter mentioned, as Lots 1-30, Tracts A, B, C, D, E, F and G all in Block 14, Chenal Valley an Addition to the City of Little Rock, Arkansas (The "Estates Neighborhood"), and

WHEREAS, The Estates 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 (the "Covenants and Restrictions"); and

WHEREAS, Deltic has caused to be incorporated The Estates Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in The Estates 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 Estates Neighborhood will be members of The Estates 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, in order to enhance the value of The Estates 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 Joe D. White, Registered Land Surveyor dated Oct 16 1990, 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 Chenal Valley Drive on said plat to be used as a public street. In addition to the said street, there are shown on said plat certain easements for drainage access 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, D, E, F and G are hereby donated and dedicated by Deltic to the owners of lots within The Estates Neighborhood with the right to use these areas for utility, drainage, buffer, park and aesthetic purposes and The Estates Property Owners Association, Inc. shall maintain

such areas and improvements at its sole cost. No improvements shall be placed on the areas designated as Tracts A, B, C, D, E, F and G, other than improvements for those designated purposes, unless first approved by the appropriate agencies of the City of Little Rock, The Estates 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 streets and easements subject to the limitations herein set out.

The lands embraced in the Plat shall be forever known as "Lots 1-30 and Tracts A, B, C, D, E, F and G all in Block 14, Chenal Valley, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in The Estates 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. Architectural Control. No improvement shall be constructed or maintained upon any lot 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.

2. 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.

3. Common Amenities. The areas designated on the Plat as Tracts A, B, C, D, E, F and G, and all improvements thereon, including but not limited to, all walls, gatehouses, and landscaped areas shall be maintained by The Estates Property Owners Association, Inc.

4. Delegation of Authority. Deltic has caused the formation of The Estates 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.

5. Creation of Obligation for Assessments. By acceptance of a deed or other conveyance of property covered by this Bill of

Assurance, each owner of a lot within The Estates Neighborhood shall be deemed to covenant and agree to pay any assessments, charges and/or special assessments which may hereinafter be levied by The Estates Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within The Estates Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common properties within The Estates Neighborhood and facilities which may be hereafter dedicated for use by Deltic or otherwise acquired by The Estates Property Owners Association, Inc.

6. Height and Type of Residence. The residences in The Estates 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 1 of this Bill of Assurance. No residence shall be erected, altered, placed or permitted to remain on any lot in The Estates Neighborhood other than one detached single-family residence not to exceed two and one-half stories in height. All structures on any lot shall have wood windows.

7. 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. No building shall be located nearer to an interior lot side line than a distance of 10% of the average width of the lot, provided, however, that such distance need not exceed 10 feet. No principal dwelling shall be located on any lot nearer than 25 feet to the rear lot line unless a different rear setback distance is reflected on the Plat in which event the distance shown on the Plat shall control. For the purposes of this covenant, eaves, steps and porches not under roof shall not be considered as a part of the building. Provided however, such setback requirements may be modified if such modification is approved by the Architectural Control Committee and all governmental agencies whose approval is required by law.

8. Minimum Square Feet Area. No residence shall be constructed or permitted to remain on any building site in The Estates Neighborhood unless the finished heated living area, exclusive of porches, patios, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall equal 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>
Lots 1-30	3,000	3,800

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

9. Height of Other Structures. No structure of any kind, shall be built or permitted to remain upon the lot if the height of such structure is higher than the ridge line of the residence upon such lot or visible from the street which such residence fronts.

10. Frontage of Residence on Streets. Any residence erected on any lot in The Estates 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. Lots 7, 15, 18 and 29 which do not directly front streets designated in the plat shall be excepted from this provision and the frontage shall be approved by the Architectural Control Committee as defined in the Covenants and Restrictions.

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 Estates 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 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 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 Pedestrian and Golf Cart Traffic. Access easements for the thirty residences within The Estates Neighborhood are located in those areas as shown on the Plat and such easements are hereby dedicated as private easements for pedestrian and golf cart traffic only for the use of owners of lots in The Estates Neighborhood to be used for access to the adjacent golf course. These easements shall be maintained by The Estates Property Owners Association, Inc.

19. 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.

20. Easements for Private Drives. Private access easements within The Estates Neighborhood are shown on the Plat as shaded areas and such easements are hereby dedicated as private access easements for vehicular traffic only for the use of the owners of those lots in The Estates Neighborhood fronting on such private drive. These access easements shall be maintained by The Estates Property Owners Association, Inc.

21. Fences. No fences, enclosure or 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. No fence shall be constructed on any lot boundary line fronting on the golf course.

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 eight 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 gutterline not more than two inches above the gutter grade.

25. Ground Frontage. No lot shall be subdivided.

26. Storm Sewer Maintenance. In those places where a storm sewer crosses any lot in an area other than in a street right-of-way area or a drainage/utility easement area, said storm sewer will be maintained by The Estates Property Owners Association, Inc.

27. Natural Drainage Maintenance. Lots 3, 4, 8, 10, 11, 16, 21, 23, and Tract A are subject to certain natural drainage swales/draws which are indicated on the Plat. Except for improvements constructed by the Developer, no owner of these lots shall construct any improvement on these lots which would block or impede natural drainage flow through such swales/draws unless such improvement has been approved in writing by the Architectural Control Committee.

28. 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, 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 any 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 the owner or owners of more than seventy-five percent (75%) in area of the total land contained within The Estates Neighborhood. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2030 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 Estates 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 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., 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.

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 4th day of January, 1993.

DELTIC FARM & TIMBER CO., INC.

By: *C.W. Butler, Jr.*
C.W. Butler, Jr.
President

Attest:

James E. Baine
James E. Baine
Secretary

LINCOLN ROCK PLANNING
COMMISSION APPROVED
Richard W. Wood Jr.
1-6-93

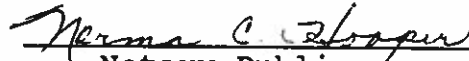
ACKNOWLEDGMENT

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 C. W. Butler, Jr. and James E. Baine being the President and Secretary, respectively, of DELTIC FARM & TIMBER CO., INC. and who had been designated by said DELTIC FARM & TIMBER CO., INC. to execute the above instrument, to me personally well known, who stated they were the President and Secretary of said DELTIC FARM & TIMBER CO., INC. and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said DELTIC FARM & TIMBER CO., 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 4th day of January, 1993.



Notary Public

My Commission Expires:

June 1, 2002

DELTIC TIMBER PURCHASERS, INC.

By: *C. W. Butler, Jr.*
C. W. Butler, Jr.
President

Attest:

James E. Baine
James E. Baine
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 C. W. Butler, Jr. and James E. Baine 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 4th day of January, 1993.

Norma E. Hooper
NOTARY PUBLIC

My commission expires:

June 1, 2002