



2018078878

PRESENTED 12-21-2018 02:49:08 PM

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In Official Records of Larry Crane Circuit/County Clerk

PULASKI CO. AR FEE \$45.00



FIFTH SUPPLEMENT TO BILL OF ASSURANCE

This Fifth Supplement to Bill of Assurance executed this *21st* day of December, 2018, is made by PotlatchDeltic Real Estate, LLC ("PotlatchDeltic", also "Developer" or "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 of Epernay Place Neighborhood, an addition to the City of Little Rock, Arkansas, on January 13, 2005, Instrument No. 2005004753 (the "Original Bill of Assurance"), Supplement to Bill of Assurance on October 24, 2005 as Instrument No. 2005090065, Corrected Supplement to Bill of Assurance on October 31, 2005 as Instrument No. 2005091850, Replat and Amendment to Bill of Assurance on June 23, 2006 as Instrument No. 2006049091, Second Supplement to Bill of Assurance on March 3, 2010 as Instrument No. 2010011753, Third Supplement to Bill of Assurance on April 5, 2016 as Instrument No. 2016019711, and Fourth Supplement to Bill of Assurance on November 14, 2017 as Instrument No. 2017072861, creating the Epernay Place Neighborhood;

WHEREAS, paragraph 1 of the Original Bill of Assurance specifically provides that the Developer has the right to bring within the plan and the Original Bill of Assurance, as amended, additional properties provided such properties are in accord with the general plan of development and may contain such complimentary additions and modifications of the provisions of the Original Bill of Assurance necessary to reflect the different character, if any, of the added properties; and

WHEREAS, Developer files this Fifth Supplement to Bill of Assurance for the purpose of adding additional property to the Epernay Place Neighborhood, which property is owned by the Developer and is described as follows:

Plat 2018078879

Prepared by:
James C. Clark, Jr.
Friday, Eldredge & Clark
400 West Capitol, Suite 2000
Little Rock, AR 72201

A PART OF THE SW1/4 OF SECTION 16, AND PART OF THE E1/2 OF SECTION 17, ALL IN T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 69, BLOCK 72, CHENAL VALLEY ADDITION TO THE CITY OF LITTLE ROCK, PULASKI COUNTY, ARKANSAS; THENCE S88°34'38"E, ALONG THE SOUTH LINE OF SAID LOT 69, A DISTANCE OF 125.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COMMENTRY DRIVE; THENCE S01°25'22"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 8.22 FEET; THENCE S88°34'38"E, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COMMENTRY DRIVE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 33, BLOCK 71, CHENAL VALLEY ADDITION; THENCE S74°10'09"E, ALONG THE SOUTH LINE OF SAID LOT 33, A DISTANCE OF 78.82 FEET; THENCE S61°55'16"E, ALONG THE SOUTH LINE OF LOTS 34, 35, 36 AND 37, BLOCK 71, CHENAL VALLEY ADDITION, A DISTANCE OF 237.81 FEET TO THE NORTHWEST CORNER OF TRACT E, BLOCK 71, CHENAL VALLEY ADDITION; THENCE S13°25'10"W, ALONG THE WEST LINE OF SAID TRACT E AND ALONG THE WEST LINE OF LOT 27, BLOCK 71, CHENAL VALLEY ADDITION, A DISTANCE OF 182.34 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CLERVAUX DRIVE; THENCE N76°34'50"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 22.57 FEET; THENCE S13°25'10"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CLERVAUX DRIVE; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF S31°34'50"E, 35.36 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ROSANS COURT; THENCE S13°25'10"W, ALONG THE WEST RIGHT OF WAY LINE OF ROSANS COURT, A DISTANCE OF 68.00 FEET TO THE NORTHEAST CORNER OF LOT 112, BLOCK 72, CHENAL VALLEY ADDITION; THENCE N76°34'50"W, ALONG THE NORTH LINE OF SAID LOT 112, A DISTANCE OF 135.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 112; THENCE ALONG THE WESTERLY AND SOUTHERLY LINE OF LOTS 112, 113, TRACT G, AND LOTS 114 THRU 126, BLOCK 72, CHENAL VALLEY ADDITION, THE FOLLOWING COURSES: (1) S13°25'10"W, 159.88 FEET; (2) S02°16'01"W, 85.22 FEET; (3) S25°04'07"E, A DISTANCE OF 128.56 FEET; (4) S52°50'30"E, 118.92 FEET; (5) S76°34'50"E, 140.13 FEET; (6) S75°01'22"E, 71.79 FEET; (7) S68°14'55"E, 445.95 FEET; (8) S79°15'05"E, 92.17 FEET; (9) N71°47'37"E, 114.06 FEET TO THE SOUTHWESTERLY CORNER OF TRACT C, BLOCK 72, CHENAL VALLEY

ADDITION; THENCE S59°15'23"E, ALONG THE SOUTHERLY LINE OF SAID TRACT C, A DISTANCE OF 53.04 FEET; THENCE S71°47'37"W, A DISTANCE OF 159.22 FEET; THENCE N79°15'05"W, A DISTANCE OF 106.35 FEET; THENCE N68°14'55"W, A DISTANCE OF 447.43 FEET; THENCE N75°01'22"W, A DISTANCE OF 68.88 FEET; THENCE N76°34'50"W, A DISTANCE OF 148.00 FEET; THENCE N52°50'30"W, A DISTANCE OF 137.22 FEET; THENCE N25°04'07"W, A DISTANCE OF 148.17 FEET; THENCE N05°32'23"E, A DISTANCE OF 101.61 FEET; THENCE N25°41'03"E, A DISTANCE OF 116.79 FEET; THENCE N13°25'10"E, A DISTANCE OF 139.00 FEET; THENCE N76°34'50"W, A DISTANCE OF 93.12 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF S63°27'28"W, 32.11 FEET; THENCE N66°30'15"W, A DISTANCE OF 50.00 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF N12°27'33"E, 76.57 FEET; THENCE N88°34'38"W, A DISTANCE OF 125.00 FEET; THENCE N01°25'22"E, A DISTANCE OF 233.91 FEET TO THE POINT OF BEGINNING. CONTAINING 4.24 ACRES, MORE OR LESS

shown on the Plat hereinafter mentioned, as Lots 28-31, Block 71, Lots 70-72 and 111, Block 72, Tract H, Block 71 and Tract I, Block 72, Chenal Valley, an addition to the City of Little Rock, Arkansas (which property together with the property described in the Original Bill of Assurance, as amended, is hereinafter referred to as the "Epernay Place Neighborhood"); and Developer has caused to be incorporated Epernay Place Property Owners Association, Inc. ("POA"), for the purpose of administering the maintenance of the common area tracts and amenities in the Epernay Place Neighborhood and Chenal Valley Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities of Chenal Valley; and

WHEREAS, the Epernay Place 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, all owners of lots within the Epernay Place Neighborhood are required to be members of the POA as provided for in the Original Bill of Assurance 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 herein, and that said property be held, owned and conveyed subject to the protective covenants

contained in the Covenants and Restrictions, as amended, and the Original Bill of Assurance, as amended, in order to enhance the value of the Epernay Place Neighborhood.

NOW, THEREFORE, Developer 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 Daniel W. Havner, 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").

PotlatchDeltic 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 utilities which PotlatchDeltic hereby donates and dedicates, subject to other provisions of this Fifth Supplement to Bill of Assurance. The utility easements are for the use of utilities ("utilities"), the same being, without limiting the generality of the foregoing, electric power, gas, telephone, water, drainage, 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.

No trees, shrubbery, structures, fences or similar improvements shall be grown, built or maintained within the area of such utility easement. In the event any trees, shrubbery, structures, 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.

DEVELOPER, ITS SUCCESSORS OR ASSIGNS, HAS NO DUTY TO MAINTAIN, REPAIR OR REPLACE ANY IMPROVEMENTS LOCATED WITHIN THE TRACTS, INCLUDING, BUT NOT LIMITED TO, PEDESTRIAN PATHS AND TRAILS, OR WITHIN OTHER EASEMENT AREAS REFLECTED ON THE PLAT. ALL COSTS ASSOCIATED WITH ANY SUCH MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH IMPROVEMENTS, AND ALL LANDSCAPING TREATMENTS, IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE POA, TO THE EXTENT SUCH COSTS ARE NOT A RESPONSIBILITY OF THE CITY OF LITTLE ROCK, ARKANSAS.

All Tracts designated on the Plat are hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, within the Epernay Place Neighborhood with the right, subject to further terms and conditions of the Plat and this Fifth Supplement to the Original Bill of Assurance, to use these areas for landscaping. No improvements by any party shall be placed on any Tract unless first approved by PotlatchDeltic, the appropriate agencies of

the City of Little Rock, Arkansas, the POA, and the Architectural Control Committee of Chenal Valley.

The use of the area designated on the Plat as Tract H, Block 71, Chenal Valley, an addition to the City of Little Rock, Arkansas (herein "tract" or "Tract") is hereby donated and dedicated by PotlatchDeltic to the owners, as they may exist from time to time, of lots within the Epernay Place Neighborhood with the right, subject to further terms and conditions of the Plat and this Fifth Supplement to the Bill of Assurance, to use these areas for drainage, storm drainage overflow and landscaping. The POA shall maintain the above ground areas and improvements of such Tract, including landscaping, at its sole cost. No improvements by any party shall be placed on the area designated as Tract H, Block 71, Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by PotlatchDeltic, the appropriate agencies of the City of Little Rock, Arkansas, the POA, and the Architectural Control Committee of Chenal Valley.

ALL DRAINAGE INLETS, PIPES AND APPURTENANCES LOCATED WITHIN THE 10 FOOT DRAINAGE PIPE EASEMENT AND WITHIN TRACT H, AS REFLECTED ON THE PLAT WITHIN BLOCK 71, SHALL BE MAINTAINED BY THE POA AT ITS SOLE COST.

PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION OF UTILITIES WITHIN THE UTILITY EASEMENTS REFLECTED ON THE PLAT, THE UTILITIES PROVIDER MUST SUBMIT WRITTEN PLANS AND SPECIFICATIONS OF THE PROPOSED IMPROVEMENTS TO THE ARCHITECTURAL CONTROL COMMITTEE OF CHENAL VALLEY AND DEVELOPER FOR REVIEW AND APPROVAL.

ALL UTILITIES TO BE INSTALLED BY UTILITIES PROVIDERS 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 Fifth Supplement to 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 28-31, Block 71, Lots 70-72 and 111, Block 72, Tract H, Block 71, and Tract I, Block 72, Chenal Valley, an addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the

Epernay Place Neighborhood, describing the same by the number shown on said plat shall always be deemed a sufficient description thereof.

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 7 FEET AND NO PRINCIPAL DWELLING SHALL BE LOCATED ON ANY LOT NEARER THAN 25 FEET TO THE REAR LOT LINE, PROVIDED SUCH SETBACK REQUIREMENTS MAY BE MODIFIED IF SUCH MODIFICATION IS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE OF CHENAL VALLEY AND BY THE LITTLE ROCK PLANNING COMMISSION OR THE LITTLE ROCK BOARD OF ADJUSTMENT, AND SUCH OTHER REGULATORY AGENCY AS MAY SUCCEED TO THEIR FUNCTIONS. 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.

Said lands herein platted and any interest therein are hereby added to and made a part of the Epernay Place Neighborhood and shall, on and after the date hereof, be subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions and the Original Bill of Assurance and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof.

Declarant reserves the right to: (a) execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (b) to assign its rights hereunder, all of which acts shall be binding upon each Lot in Epernay Place.

[Signature Pages Follow]

EXECUTED this 21st day of December, 2018.

POTLATCHDELTAIC REAL ESTATE, LLC

By:

David Meghreblian
David Meghreblian, Vice President

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named David Meghreblian, to me well known, who stated he was the Vice President of POTLATCHDELTAIC REAL ESTATE, LLC, and was designated and duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said POTLATCHDELTAIC REAL ESTATE, LLC, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

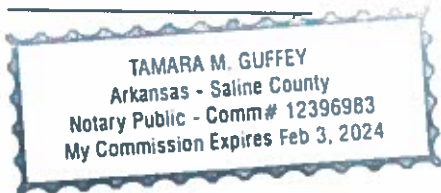
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of December, 2018.

Tamara M. Guffey

Notary Public

My Commission Expires:

02-03-2024



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

Dana Curry
City of Little Rock Planning Commission



2017072861

PRESENTED 11/14/2017 11:52:42 AM RECORDED 11/14/2017 11:57:57 AM

In Official Records of Larry Crane Circuit/County Clerk

PULASKI CO. AR FEE \$50.00

FOURTH SUPPLEMENT TO BILL OF ASSURANCE

This Fourth Supplement to Bill of Assurance executed this 7th day of November, 2017, is made by Deltic Timber Corporation ("Deltic", also "Developer" or "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 of Fernay Place Neighborhood, an addition to the City of Little Rock, Arkansas, on January 13, 2005, Instrument No. 2005004753 (the "Original Bill of Assurance"), Supplement to Bill of Assurance on October 24, 2005 as Instrument No. 2005090065, Corrected Supplement to Bill of Assurance on October 31, 2005 as Instrument No. 2005091850, Replat and Amendment to Bill of Assurance on June 23, 2006 as Instrument No. 2006049091, Second Supplement to Bill of Assurance on March 3, 2010 as Instrument No. 2010011753, and Third Supplement to Bill of Assurance on April 5, 2016 as Instrument No. 2016019711, creating the Fernay Place Neighborhood;

WHEREAS, paragraph 1 of the Original Bill of Assurance specifically provides that the Developer has the right to bring within the plan and the Original Bill of Assurance, as amended, additional properties provided such properties are in accord with the general plan of development and may contain such complimentary additions and modifications of the provisions of the Original Bill of Assurance necessary to reflect the different character, if any, of the added properties; and

WHEREAS, Developer files this Fourth Supplement to Bill of Assurance for the purpose of adding additional property to the Fernay Place Neighborhood, which property is owned by the Developer and is described as follows:

Prepared by:
James C. Clark, Jr.
Friday, Eldredge & Clark
400 West Capitol, Suite 2000
Little Rock, AR 72201

PCAT # 2017072862

A PART OF THE E1/2 OF SECTION 17, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF TRACT D, BLOCK 71, CHENAL VALLEY ADDITION TO THE CITY OF LITTLE ROCK, PULASKI COUNTY, ARKANSAS; THENCE S21°45'05"W, A DISTANCE OF 183.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CLERVAUX DRIVE; THENCE N68°14'55"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 28.95 FEET; THENCE S21°45'05"W, A DISTANCE OF 215.00 FEET; THENCE S68°14'55"E, A DISTANCE OF 14.95 FEET; THENCE S21°45'05"W, A DISTANCE OF 135.00 FEET; THENCE N68°14'55"W, A DISTANCE OF 3.19 FEET; THENCE S21°45'05"W, A DISTANCE OF 185.00 FEET; THENCE N68°14'55"W, A DISTANCE OF 224.58 FEET; THENCE N75°01'22"W, A DISTANCE OF 71.79 FEET; THENCE N76°34'50"W, A DISTANCE OF 140.13 FEET; THENCE N52°50'30"W, A DISTANCE OF 118.92 FEET; THENCE N25°04'07"W, A DISTANCE OF 128.56 FEET; THENCE N02°16'01"E, A DISTANCE OF 85.22 FEET; THENCE N13°25'10"E, A DISTANCE OF 159.88 FEET; THENCE S76°34'50"E, A DISTANCE OF 135.00 FEET; THENCE N13°25'10"E, A DISTANCE OF 68.00 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF N31°34'50"W, 35.36 FEET; THENCE N13°25'10"E, A DISTANCE OF 50.00 FEET; THENCE S76°34'50"E, A DISTANCE OF 22.57 FEET; THENCE N13°25'10"E, A DISTANCE OF 182.34 FEET; THENCE S61°55'16"E, A DISTANCE OF 29.00 FEET; THENCE S76°34'50"E, A DISTANCE OF 295.02 FEET; THENCE S68°14'55"E, A DISTANCE OF 272.47 FEET; THENCE S82°19'39"E, A DISTANCE OF 35.56 FEET TO THE POINT OF BEGINNING. CONTAINING 10.0783 ACRES, MORE OR LESS

shown on the Plat hereinafter mentioned, as Lots 20-27, Block 71, Lots 112-121, Block 72, Lots 4-15, Block 77, Tract E, Block 71, Tract G, Block 72, and Tract F, Block 77, Chenal Valley, an addition to the City of Little Rock, Arkansas (which property together with the property described in the Original Bill of Assurance, as amended, is hereinafter referred to as the "Epernay Place Neighborhood"); and Developer has caused to be incorporated Epernay Place Property Owners Association, Inc. ("POA"), for the purpose of administering the maintenance of the common area tracts and amenities in the Epernay Place Neighborhood and Chenal Valley Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities of Chenal Valley; and

WHEREAS, the Epernay Place 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, all owners of lots within the Epernay Place Neighborhood are required to be members of the POA as provided for in the Original Bill of Assurance 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 herein, and that said property be held, owned and conveyed subject to the protective covenants contained in the Covenants and Restrictions, as amended, and the Original Bill of Assurance, as amended, in order to enhance the value of the Epernay Place Neighborhood.

NOW, THEREFORE, Developer 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 Daniel W. Havner, Registered Land Surveyor, dated Nov 14th 2017 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 utilities which Deltic hereby donates and dedicates, subject to other provisions of this Fourth Supplement to Bill of Assurance. The utility easements are for the use of utilities ("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.

No trees, shrubbery, structures, fences or similar improvements shall be grown, built or maintained within the area of such utility easement. In the event any trees, shrubbery, structures, 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.

DEVELOPER, ITS SUCCESSORS OR ASSIGNS, HAS NO DUTY TO MAINTAIN, REPAIR OR REPLACE ANY IMPROVEMENTS LOCATED WITHIN THE TRACTS, INCLUDING, BUT NOT LIMITED TO, PEDESTRIAN PATHS AND TRAILS, OR WITHIN OTHER EASEMENT AREAS REFLECTED ON THE PLAT. ALL COSTS ASSOCIATED WITH ANY SUCH MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH IMPROVEMENTS, AND ALL LANDSCAPING TREATMENTS, IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE POA, TO THE EXTENT SUCH COSTS ARE NOT A RESPONSIBILITY OF THE CITY OF LITTLE ROCK, ARKANSAS.

All tracts designated on the Plat are hereby donated and dedicated by Deltic to the owners, as they may exist from time to time, within the Epernay Place Neighborhood with the right, subject to further terms and conditions of the Plat and this Fourth Supplement to the Original Bill of Assurance, to use these areas for landscaping. No improvements by any party shall be placed on any tract unless first approved by Deltic, the appropriate agencies of the City of Little Rock, Arkansas, the POA, and the Architectural Control Committee of Chenal Valley.

The use of the area designated on the Plat as Tract G, Block 72, Chenal Valley, an addition to the City of Little Rock, Arkansas (herein "tract" or "Tract") is hereby donated and dedicated by Deltic to the owners, as they may exist from time to time, of lots within the Epernay Place Neighborhood with the right, subject to further terms and conditions of the Plat and this Fourth Supplement to the Bill of Assurance, to use these areas for drainage, storm drainage overflow and landscaping. The POA shall maintain the above ground areas and improvements of such tract, including landscaping, at its sole cost. The City of Little Rock, Arkansas shall maintain, replace and repair all underground improvements located within such tract. No improvements by any party shall be placed on the area designated as Tract G, Block 72, , Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by Deltic, the appropriate agencies of the City of Little Rock, Arkansas, the POA, and the Architectural Control Committee of Chenal Valley.

The use of the area designated on the Plat as Tract F, Block 77, Chenal Valley, an addition to the City of Little Rock, Arkansas, is hereby donated and dedicated by Deltic to the owners, as they may exist from time to time, of lots within the Epernay Place Neighborhood with the right to use these areas, upon being given prior written approval by Developer and the POA, for drainage and landscaping. The POA shall maintain such area and improvements, including landscaping, at its sole cost. No improvements by any party shall be placed on the area designated as Tract F, Block 77, Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by Deltic, the appropriate agencies of the City of Little Rock, Arkansas, the POA and the Architectural Control Committee of Chenal Valley.

The use of the area designated on the Plat as Tract E, Block 71, Chenal Valley, an addition to the City of Little Rock, Arkansas, is hereby donated and dedicated by Deltic to the owners, as they may exist from time to time, of lots within the Epernay Place Neighborhood with the right to use these areas, upon being given prior written approval by Developer and the POA, for drainage, pedestrian paths, trails and landscaping. The POA shall maintain such area and improvements, including landscaping, at its sole cost. No improvements by any party shall be placed on the area designated as Tract E, Block 71, Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by Deltic, the appropriate agencies of the City of Little Rock, Arkansas, the POA and the Architectural Control Committee of Chenal Valley.

ALL DRAINAGE INLETS AND PIPES LOCATED WITHIN THE DRAINAGE PIPE EASEMENT, AS REFLECTED ON THE PLAT WITHIN BLOCK 71, SHALL BE MAINTAINED BY THE POA AT ITS SOLE COST.

PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION OF UTILITIES WITHIN THE UTILITY EASEMENTS REFLECTED ON THE PLAT, THE UTILITIES PROVIDER MUST SUBMIT WRITTEN PLANS AND SPECIFICATIONS OF THE PROPOSED IMPROVEMENTS TO THE ARCHITECTURAL CONTROL COMMITTEE OF CHENAL VALLEY AND DEVELOPER FOR REVIEW AND APPROVAL.

ALL UTILITIES TO BE INSTALLED BY UTILITIES PROVIDERS 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 Fourth Supplement to 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 20-27, Block 71, Lots 112-121, Block 72, Lots 4-15, Block 77, Tract E, Block 71, Tract G, Block 72, and Tract F, Block 77, Chenal Valley, an addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the Epemay Place Neighborhood, describing the same by the number shown on said plat shall always be deemed a sufficient description thereof.

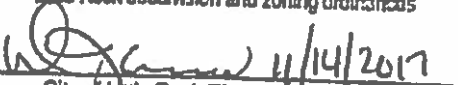
NO RESIDENCE SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR THE SIDE STREET LINE THAN TWENTY-FIVE (25) FEET, NO BUILDING SHALL BE LOCATED NEARER TO AN INTERIOR LOT SIDE LINE THAN 7 FEET AND NO PRINCIPAL DWELLING SHALL BE LOCATED ON ANY LOT NEARER THAN 25 FEET TO THE REAR LOT LINE, PROVIDED SUCH SETBACK REQUIREMENTS MAY BE MODIFIED IF SUCH MODIFICATION IS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE OF CHENAL VALLEY AND BY THE LITTLE ROCK PLANNING COMMISSION OR THE LITTLE ROCK BOARD OF ADJUSTMENT, AND SUCH OTHER REGULATORY AGENCY AS MAY SUCCEED TO THEIR FUNCTIONS. 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.

Said lands herein platted and any interest therein are hereby added to and made a part of the Epernay Place Neighborhood and shall, on and after the date hereof, be subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions and the Original Bill of Assurance and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof and Deltic Timber Purchasers, Inc. executes this Fourth Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

Declarant reserves the right to: (a) execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (b) to assign its rights hereunder, all of which acts shall be binding upon each Lot in Epernay Place.

[Signature Pages Follow]

*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



EXECUTED this 7 day of November, 2017.

DELTIC TIMBER CORPORATION

BY: David Meghreblian
David Meghreblian, Vice President

Attest:

Jim F. Andrews, Jr.
Jim F. Andrews, Jr., Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF Pulaski:

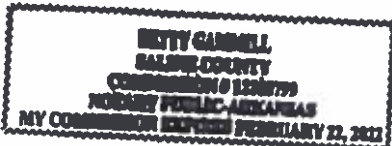
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named David Meghreblian and Jim F. Andrews, Jr., to me well known, who stated that they were the Vice President and Secretary, respectively, of DELTIC TIMBER CORPORATION and were designated and duly authorized in their respective capacities by said DELTIC TIMBER CORPORATION to execute the above instrument for and in the name and behalf of said DELTIC TIMBER CORPORATION and further 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 7 day of November, 2017.

Betty Gambell
Notary Public

My Commission Expires:

Feb 22, 2022





EXECUTED this 7 day of November, 2017.

DEL TIC TIMBER PURCHASERS, INC.

BY: [Signature]
John Enlow, President

Affest: [Signature]
Jim F. Andrews, Jr., Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF Pulaski:

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named John Enlow and Jim F. Andrews, Jr., to me well known, who stated that they were the President and Secretary, respectively, of DEL TIC TIMBER PURCHASERS, INC. and were designated and duly authorized in their respective capacities by said DEL TIC TIMBER PURCHASERS, INC. to execute the above instrument for and in the name and behalf of said DEL TIC TIMBER PURCHASERS, INC. and further acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

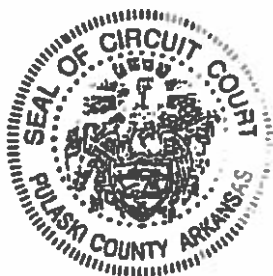
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7 day of November, 2017.

[Signature]
Notary Public

My Commission Expires:

Feb 22, 2022





2016019711

PRESENTED 04-05-2016 01 10 10 PM RECORDED 04-05-2016 01 18 31 PM

In Official Records of Larry Crane Circuit/County Clerk

PULASKI CO. AR FEE \$50 00

THIRD SUPPLEMENT TO BILL OF ASSURANCE

This Third Supplement to Bill of Assurance executed this 4th day of April, 2016, is made by Deltic Timber Corporation ("Deltic", also "Developer" or "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 of Epernay Place Neighborhood, an addition to the City of Little Rock, Arkansas, on January 13, 2005, Instrument No. 2005004753 (the "Original Bill of Assurance"), Supplement to Bill of Assurance on October 24, 2005 as Instrument No. 2005090065, Corrected Supplement to Bill of Assurance on October 31, 2005 as Instrument No. 2005091850, Replat and Amendment to Bill of Assurance on June 23, 2006 as Instrument No. 2006049091 and Second Supplement to Bill of Assurance on March 3, 2010 as Instrument No. 2010011753, creating the Epernay Place Neighborhood;

WHEREAS, paragraph 1 of the Original Bill of Assurance ^{Plat 2016019712} specifically provides that the Developer has the right to bring within the plan and the Original Bill of Assurance, as amended, additional properties provided such properties are in accord with the general plan of development and may contain such complimentary additions and modifications of the provisions of the Original Bill of Assurance necessary to reflect the different character, if any, of the added properties; and

WHEREAS, Developer files this Third Supplement to Bill of Assurance for the purpose of adding additional property to the Epernay Place Neighborhood, which property is owned by the Developer and is described as follows:

Prepared by:
James C. Clark, Jr.
Friday, Eldredge & Clark
400 West Capitol, Suite 2000
Little Rock, AR 72201

PART OF THE W1/2 OF SECTION 16 AND PART OF THE E1/2 OF SECTION 17, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 73, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE N59°15'23"W, 201.12 FT.; THENCE S71°47'37"W, 114.06 FT.; THENCE N79°15'05"W, 92.17 FT.; THENCE N68°14'55"W, 221.37 FT.; THENCE N21°45'05"E, 185.00 FT.; THENCE S68°14'55"E, 3.19 FT.; THENCE N21°45'05"E, 135.00 FT.; THENCE N68°14'55"W, 14.95 FT.; THENCE N21°45'05"E, 215.00 FT.; THENCE S68°14'55"E, 28.95 FT.; THENCE N21°45'05"E, 183.65 FT. TO A POINT ON THE SOUTH LINE OF LOT 45, BLOCK 71, SAID CHENAL VALLEY; THENCE S82°19'35"E ALONG THE SOUTH LINE OF SAID LOT 45 AND ALONG THE SOUTH LINE OF LOT 46, SAID BLOCK 71, 172.65 FT. TO THE SOUTHEAST CORNER OF SAID LOT 46; THENCE N83°59'21"E ALONG THE SOUTH LINE OF TRACT C, SAID BLOCK 71, 20.06 FT. TO THE SOUTHWEST CORNER OF LOT 48, SAID BLOCK 71; THENCE S68°42'12"E ALONG THE SOUTH LINE OF SAID LOT 48, 111.32 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S73°49'47"E ALONG THE SOUTH LINE OF LOT 49, SAID BLOCK 71, 79.68 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE N87°59'21"E ALONG THE SOUTH LINE OF LOTS 50 AND 51, SAID BLOCK 71, 222.56 FT. TO THE SOUTHEAST CORNER OF SAID LOT 51; THENCE N69°49'46"E ALONG THE SOUTH LINE OF LOT 52, SAID BLOCK 71, 82.05 FT.; THENCE N37°33'01"E CONTINUING ALONG SAID SOUTH LINE, 28.64 FT. TO THE SOUTHEAST CORNER OF SAID LOT 52; THENCE N87°37'01"E, 146.42 FT. TO THE NORTHWEST CORNER OF LOT 8, SAID BLOCK 71; THENCE S19°11'31"E ALONG THE WEST LINE OF SAID LOT 8, 121.91 FT. TO THE SOUTHWEST CORNER THEREOF, SAID CORNER LYING ON THE NORTH RIGHT-OF-WAY LINE OF CLERVAUX DRIVE; THENCE S70°48'29"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 146.17 FT.; THENCE S19°11'31"E, 50.00 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CLERVAUX DRIVE AND THE WESTERLY LINE OF TRACT F, SAID BLOCK 73, CHENAL VALLEY; THENCE S54°01'22"W ALONG SAID WESTERLY LINE, 152.89 FT. TO THE NORTHEAST CORNER OF LOT 11, SAID BLOCK 73; THENCE S49°56'38"W ALONG THE WESTERLY LINE OF SAID LOT 11, 159.23 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S31°29'47"W ALONG THE WESTERLY LINE OF LOTS 12 AND 13, SAID BLOCK 73, 175.32 FT. TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE S25°10'50"W

**ALONG THE WESTERLY LINE OF LOTS 14, 15 AND 16, SAID BLOCK 73,
283.60 FT. TO THE POINT OF BEGINNING, CONTAINING 12.0415 ACRES
MORE OR LESS**

shown on the Plat hereinafter mentioned, as Lots 10–19, Block 71, Lots 122-132, Block 72, Lots 1-3 and 16-18, Block 77, and Tract A, Block 77, Tract C, Block 72, and Tract D, Block 71, Epernay Place, an Addition to the City of Little Rock, Arkansas (which property together with the property described in the Original Bill of Assurance, as amended, is hereinafter referred to as the "Epernay Place Neighborhood"); and Developer has caused to be incorporated Epernay Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area tracts and amenities in the Epernay Place Neighborhood and Chenal Valley Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities of Chenal Valley; and

WHEREAS, the Epernay Place 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, all owners of lots within the Epernay Place Neighborhood are required to be members of Epernay Place Property Owners Association, Inc. as provided for in the Original Bill of Assurance 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 herein, and that said property be held, owned and conveyed subject to the protective covenants contained in the Covenants and Restrictions, as amended, and the Original Bill of Assurance, as amended, in order to enhance the value of the Epernay Place Neighborhood.

NOW, THEREFORE, Developer 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 Daniel W. Havner, Registered Land Surveyor, dated 4/4/16, 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, subject to other provisions of this Third Supplement to Bill of Assurance. The utility easements are for the use of utilities ("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.

ANY DRAINAGE OUTSIDE OF THE DRAINAGE EASEMENT OR RIGHTS OF WAY REFLECTED ON THE PLAT SHALL BE MAINTAINED BY THE EPERNAY PLACE PROPERTY OWNERS ASSOCIATION.

DEVELOPER, ITS SUCCESSORS OR ASSIGNS, HAS NO DUTY TO MAINTAIN, REPAIR OR REPLACE ANY IMPROVEMENTS LOCATED WITHIN THE TRACTS, INCLUDING, BUT NOT LIMITED TO, PEDESTRIAN PATHS AND TRAILS, OR WITHIN OTHER EASEMENT AREAS REFLECTED ON THE PLAT. ALL COSTS ASSOCIATED WITH ANY SUCH MAINTENANCE, REPAIR OR REPLACEMENT OF SUCH IMPROVEMENTS, AND ALL LANDSCAPING TREATMENTS, IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE EPERNAY PLACE PROPERTY OWNERS ASSOCIATION, INC., TO THE EXTENT SUCH COSTS ARE NOT A RESPONSIBILITY OF THE CITY OF LITTLE ROCK, ARKANSAS.

No trees, shrubbery, structures, fences or similar improvements shall be grown, built or maintained within the area of such utility easement. In the event any trees, shrubbery, structures, 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.

Subject to the easements reflected on the Plat, the use of the areas designated on the Plat as Tract A, Block 77, Tract C, Block 72, and Tract D, Block 71, Epernay Place, an addition to the City of Little Rock, Arkansas, is hereby donated and dedicated by Deltic to the owners, as they may exist from time to time, of lots within the Epernay Place Neighborhood with the right to use these areas for drainage, pedestrian paths, trails and landscaping, and the Epernay Place Property Owners Association, Inc. shall maintain such areas and any improvements thereon at its sole cost. No improvements shall be placed on the areas designated as Tract A, Block 77, Tract C, Block 72, and Tract D, Block 71 without prior written approval by Developer, the Architectural Control Committee of Chenal Valley and the Epernay Place Property Owners Association, Inc.

With regard to the use of the areas designated as Tracts A, C, and D as dedicated and donated herein by Deltic to the owners of lots within the Epernay Place Neighborhood, Deltic hereby avails itself to the fullest extent of the law of the immunity provisions of Arkansas Code Annotated Sections 18-11-301 through 18-11-307.

PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION OF UTILITIES WITHIN THE UTILITY EASEMENTS REFLECTED ON THE PLAT, THE UTILITIES PROVIDER MUST SUBMIT WRITTEN PLANS AND SPECIFICATIONS OF THE PROPOSED IMPROVEMENTS TO THE ARCHITECTURAL CONTROL COMMITTEE OF CHENAL VALLEY AND DEVELOPER FOR REVIEW AND APPROVAL.

ALL UTILITIES TO BE INSTALLED BY UTILITIES PROVIDERS 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 Third Supplement to 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 10-19, Block 71, Lots 122-132, Block 72, Lots 1-3 and 16-18, Block 77, and Tract A, Block 77, Tract C, Block 72, and Tract D, Block 71, Epernay Place, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the Epernay Place Neighborhood, describing the same by the number shown on said plat shall always be deemed a sufficient description thereof.

NO RESIDENCE SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR THE SIDE STREET LINE THAN TWENTY-FIVE (25) FEET, PROVIDED SUCH SETBACK REQUIREMENTS MAY BE MODIFIED IF SUCH MODIFICATION IS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE OF CHENAL VALLEY AND BY 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 7 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.

Said lands herein platted and any interest therein are hereby added to and made a part of the Epernay Place Neighborhood and shall, on and after the date hereof, be subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions and the

Original Bill of Assurance filed January 13, 2005, as Instrument No. 2005004753 and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof and Deltic Timber Purchasers, Inc. executes this Third Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

[Signature Pages Follow]

EXECUTED this 4th day of April, 2016.

DELTIC TIMBER CORPORATION

BY: Ray C. Dillon
Ray C. Dillon, President

Attest:
Jim F. Andrews, Jr.
Jim F. Andrews, Jr., 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 Jim F. Andrews, Jr., to me well known, who stated that they were the President and Secretary, respectively, of DELTIC TIMBER CORPORATION and were designated and duly authorized in their respective capacities by said DELTIC TIMBER CORPORATION to execute the above instrument for and in the name and behalf of said DELTIC TIMBER CORPORATION and further 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 April, 2016.

Linda Harvey
Notary Public

My Commission Expires:
August 26, 2016



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

[Signature] 4/5/16
City of Little Rock Planning Commission

EXECUTED this 4th day of April, 2016.

DELTIC TIMBER PURCHASERS, INC.

BY: Ray C. Dillon
Ray C. Dillon, President

Attest: Jim F. Andrews, Jr.
Jim F. Andrews, Jr., Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF Union

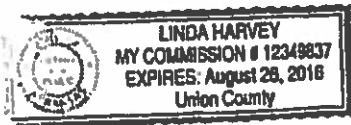
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ray C. Dillon and Jim F. Andrews, Jr., to me well known, who stated that they were the President and Secretary, respectively, of DELTIC TIMBER PURCHASERS, INC. and were designated and duly authorized in their respective capacities by said DELTIC TIMBER PURCHASERS, INC. to execute the above instrument for and in the name and behalf of said DELTIC TIMBER PURCHASERS, INC. and further 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 April, 2016.

Linda Harvey
Notary Public

My Commission Expires:

August 26, 2016



2010011753

SECOND SUPPLEMENT TO BILL OF ASSURANCE

This **SECOND SUPPLEMENT TO BILL OF ASSURANCE** is executed this ____ day of February, 2010 and is made by **DELTIC TIMBER CORPORATION** and **DELTIC TIMBER PURCHASERS, INC.** (collectively, 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 January 13, 2005 as Instrument No. 2005004753 (the "Original Bill of Assurance"), Supplement to Bill of Assurance on October 24, 2005 as Instrument No. 2005090065, Corrected Supplement to Bill of Assurance on October 28, 2005 as Instrument No. 2005091850 and Replat and Amendment to Bill of Assurance on June 23, 2006 as Instrument No. 2006049091, creating Epernay Place Neighborhood;

WHEREAS, paragraph 1 of the Original Bill of Assurance specifically provides that the Developer has the right to bring within the plan and the Original Bill of Assurance additional properties provided such properties are in accord with the general plan of development; and

WHEREAS, Developer files this Second Supplement to Bill of Assurance for the purpose of adding additional property to Epernay Place Neighborhood;

NOW, THEREFORE, the Developer hereby dedicates and declares that the property described on Exhibit A attached hereto and made a part hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements and charges set forth in the Original Bill of Assurance, and all supplements thereto, and such property herein described on Exhibit A shall be forever known as and constitute a part of Epernay Place Neighborhood.

EXECUTED the date first mentioned above.

DELTIC TIMBER CORPORATION

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

ATTEST:
Phillip A. Pesek
Phillip A. Pesek, Secretary



This instrument prepared by:
James C. Clark, Jr.
FRIDAY, ELDREDGE & CLARK
400 West Capitol, Suite 2000
Little Rock, AR 72201-3493

DELTIC TIMBER PURCHASERS, INC.

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

ATTEST:
Phillip A. Pesek
Phillip A. Pesek, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
 Union
COUNTY OF PULASKI)

Personally appeared before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ray Dillon and Phillip A. Pesek, who acknowledged that they were the President and Secretary, respectively, of Deltic Timber Corporation, and that they were authorized to sign and deliver the foregoing instrument on the day and year therein mentioned as the act and deed of said corporation.

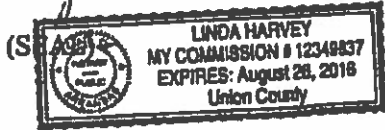
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda Harvey

Notary Public

My Commission Expires:

August 26, 2016



ACKNOWLEDGMENT

STATE OF ARKANSAS)
 Union
COUNTY OF PULASKI)

Personally appeared before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ray Dillon and Phillip A. Pesek, who acknowledged that they were the President and Secretary, respectively, of Deltic Timber Purchasers, Inc., and that they were authorized to sign and deliver the foregoing instrument on the day and year therein mentioned as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda Harvey

Notary Public

My Commission Expires:

August 26, 2016



EXHIBIT A

PART OF THE E1/2 OF SECTION 17, T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 69, BLOCK 72, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S88°34'38"E ALONG THE SOUTH LINE OF SAID LOT 69, 125.00 FT. TO THE SOUTHEAST CORNER THEREOF, SAID CORNER LYING ON THE WEST RIGHT-OF-WAY LINE OF COMMENTRY DRIVE; THENCE S01°25'22"W ALONG SAID WEST RIGHT-OF-WAY LINE, 8.22 FT.; THENCE S88°34'38"E, 50.00 FT. TO THE SOUTHWEST CORNER OF LOT 33, BLOCK 71, SAID CHENAL VALLEY; THENCE S74°10'09"E ALONG THE SOUTH LINE OF SAID LOT 33, 78.82 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S61°55'16"E ALONG THE SOUTH LINE OF LOTS 34 AND 35, SAID BLOCK 71, 115.36 FT. TO THE SOUTHEAST CORNER OF SAID LOT 35; THENCE S12°47'36"W, 554.96 FT.; THENCE N89°28'07"W, 1039.91 FT. TO A POINT ON THE WEST LINE OF THE NE1/4 NW1/4 SE1/4, SECTION 17; THENCE N00°31'53"E ALONG SAID WEST LINE, 344.94 FT. TO THE NORTHWEST CORNER OF SAID NE1/4 NW1/4 SE1/4; THENCE S88°02'34"E ALONG THE NORTH LINE OF SAID NE1/4 NW1/4 SE1/4, 650.15 FT. TO THE NORTHEAST CORNER THEREOF; THENCE N64°33'25"E, 168.15 FT.; THENCE N01°25'22"E, 225.00 FT. TO THE POINT OF BEGINNING, CONTAINING 10.50 ACRES MORE OR LESS

4-512

105091850
16. /2885 02:33:13 PM
Filed & Recorded in
Official Records of
PAT O'BRIEN
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees \$35.00

2005091850

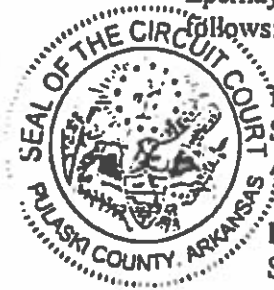
CORRECTED SUPPLEMENT TO BILL OF ASSURANCE

This Corrected Supplement to Bill of Assurance executed this 17th day of October, 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 January 13, 2005, Instrument No. 2005004753, creating the Epernay Place Neighborhood (the "Original Bill of Assurance");

WHEREAS, paragraph 1 of the Original Bill of Assurance specifically provides that the Developer has the right to bring within the plan and the Original Bill of Assurance additional properties provided such properties are in accord with the general plan of development; and

WHEREAS, Developer files this Corrected Supplement to Bill of Assurance for the purpose of correcting an error in a legal description and adding additional property to the Epernay Place Neighborhood, which property is owned by the Developer and is described as follows:



PART OF THE W1/2 OF SECTION 16 AND PART OF THE E1/2 OF SECTION 17, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE1/4 NE1/4, SAID SECTION 17; THENCE S87°54'28"E ALONG THE NORTH LINE OF SAID SE1/4 NE1/4, 1320.89 FT. TO THE NORTHEAST CORNER THEREOF, SAID CORNER LYING ON THE WEST LINE OF LOT 23, BLOCK 72, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF LOTS 23 THROUGH 34, SAID BLOCK 72, THE FOLLOWING: (1) S36°05'37"E, 98.90 FT.; (2) S20°42'26"E, 236.13 FT.; (3) S13°59'47"E, 446.18 FT.; (4) S10°34'11"E, 76.44 FT. AND (5) S45°10'11"E, 99.17 FT. TO THE SOUTHERNMOST CORNER OF SAID LOT 34, BLOCK 72; THENCE S43°53'28"W ALONG THE NORTH RIGHT-OF-WAY LINE OF EPERNAY PLACE, 39.70 FT. TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 4, BLOCK 78, SAID CHENAL VALLEY; THENCE S46°06'53"E ALONG SAID WEST LINE, 174.10 FT. TO THE SOUTHERNMOST CORNER OF SAID LOT 4, SAID CORNER

LYING ON THE NORTH LINE OF LOT 10, SAID BLOCK 78; THENCE S40°02'55"W ALONG SAID NORTH LINE, 54.31 FT. TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE S51°36'59"E ALONG THE WEST LINE OF SAID LOT 10, 123.72 FT. TO THE SOUTHERNMOST CORNER THEREOF; THENCE S37°45'34"W ALONG THE NORTH RIGHT-OF-WAY LINE OF EPERNAY LOOP, 17.63 FT. TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 58, BLOCK 71, SAID CHENAL VALLEY; THENCE S52°40'23"E ALONG SAID WEST LINE, 181.55 FT. TO THE SOUTHERNMOST CORNER OF SAID LOT 58; THENCE S37°33'01"W, 116.80 FT.; THENCE S69°49'46"W, 82.05 FT.; THENCE S87°59'21"W, 222.56 FT.; THENCE N73°49'47"W, 79.68 FT.; THENCE N68°42'12"W, 111.32 FT.; THENCE S83°59'21"W, 20.06 FT.; THENCE N82°19'35"W, 208.19 FT.; THENCE N68°14'55"W, 272.47 FT.; THENCE N76°34'50"W, 295.02 FT.; THENCE N61°55'16"W, 266.81 FT.; THENCE N74°10'09"W, 78.82 FT.; THENCE N88°34'38"W, 50.00 FT.; THENCE N01°25'22"E, 8.22 FT.; THENCE N88°34'38"W, 125.00 FT.; THENCE N01°25'22"E, 309.58 FT.; THENCE N21°05'07"W, 195.30 FT.; THENCE N01°49'52"W, 104.08 FT.; THENCE N00°18'27"W, 104.06 FT.; THENCE S89°41'33"W, 76.15 FT. TO A POINT ON THE WEST LINE OF SAID SE1/4 NE1/4, SECTION 17; THENCE N00°18'27"W ALONG SAID WEST LINE, 330.55 FT. TO THE POINT OF BEGINNING, CONTAINING 42.0248 ACRES MORE OR LESS,

as shown on the plat hereinafter mentioned, as Lots 33-53, Block 71, Lots 35-69, Block 72, Lots 5-9, Block 78, Lots 1-24, Block 80, Lots 1-18, Block 81, Lots 1-19, Block 82, Tract C, Block 71 and Tract B, Block 72, Chenal Valley, an Addition to the City of Little Rock, Arkansas (which property together with the property described in the Original Bill of Assurance, as amended, is hereinafter referred to as the "Epernay Place Neighborhood"); and Developer has caused to be incorporated the Epernay Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the Epernay Place Neighborhood and Chenal Valley Property Owners Association, Inc. for the purpose of administering the maintenance of the common areas and amenities of Chenal Valley;

WHEREAS, all owners of lots within the Epernay Place Neighborhood are members of Epernay Place Property Owners Association, Inc. as provided for in the Original Bill of Assurance, and are members of Chenal Valley Property Owners Association, Inc. as provided for in the Covenants and Restrictions filed November 22, 1989, in the Office of the Circuit Clerk of Pulaski County, Arkansas, as Instrument No. 89-61706, as amended (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 herein, and that said property be held, owned and conveyed subject to the protective covenants contained in the Original Bill of Assurance and Covenants and Restrictions, in order to enhance the value of the Epernay Place Neighborhood.

Now, THEREFORE, Developer 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 August, 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").

Developer hereby donates and dedicates to the public an easement of way on and over the streets 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 Developer 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 such easements, and to have free ingress to and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

LOTS 36, 37, 64 AND 65, BLOCK 72 AND LOTS 12 AND 23, BLOCK 80, HAVE A 15.0 FT. UTILITY/DRAINAGE EASEMENT ACROSS THE FRONT ADJACENT TO THE STREET. ALL OTHER LOTS EXCEPT LOT 55, BLOCK 72, HAVE A 10 FT. UTILITY/DRAINAGE EASEMENT ACROSS THE FRONT ADJACENT TO THE STREET.

Pursuant to Paragraph 1 of the Original Bill of Assurance this Supplement to the Bill of Assurance may contain modifications to the Original Bill of Assurance necessary to reflect the different character of the real property being added to the Original Bill of Assurance. The interior lot sideline setbacks for the lots described in this Supplement to the Bill of Assurance are as follows:

NO BUILDING SHALL BE LOCATED NEAR TO AN INTERIOR LOT SIDELINE THAN A DISTANCE OF TEN PERCENT (10%) OF THE AVERAGE WIDTH OF THE LOT, PROVIDED HOWEVER, NOTWITHSTANDING THE ABOVE, THE INTERIOR SETBACK LINE MAY NEVER BE REQUIRED TO BE IN EXCESS OF EIGHT (8) FEET. ALL OTHER SETBACK REQUIREMENTS ARE IN ACCORDANCE WITH THE ORIGINAL BILL OF ASSURANCE.

The areas designated on the Plat as Tract C, Block 71 and Tract B, Block 72, 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 Epernay Place Neighborhood with the right to use the Tracts as easements for drainage and/or utilities and for buffer, park and aesthetic purposes. The Epernay Place 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 Epernay Place Property Owners Association, Inc., the right to use portions of these areas specifically designated by Deltic and the Epernay Place 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 Tract C, Block 71

and Tract B, Block 72, other than improvements for those designated purposes unless first approved by the appropriate agencies of the City of Little Rock, Epemay Place 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 Supplement to 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 33-53, Block 71, Lots 35-69, Block 72, Lots 5-9, Block 78, Lots 1-24, Block 80, Lots 1-18, Block 81, Lots 1-19, Block 82, Tract C, Block 71 and Tract B, Block 72, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the Epemay Place 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 are hereby added to and made a part of the Epemay Place Neighborhood and shall, on and after the date hereof, be subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions and the Original Bill of Assurance filed January 13, 2005, as Instrument No. 2005004753 and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof and Deltic Timber Purchasers, Inc. executes this Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

EXECUTED this 17th day of October, 2005.

DELTIC TIMBER CORPORATION

BY: Ray C. Dillon
Ray C. Dillon, President

Attest:

W. Bayless Rowe
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 in this developer may exceed minimum regulations of the Little Rock subdivision and zoning ordinances.

[Signature] 10/24/05
City of Little Rock Planning Commission

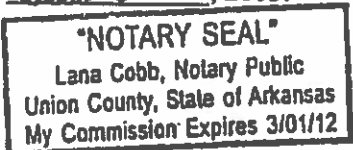
ACKNOWLEDGMENT

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, to me well known, who stated that they were the President and Secretary, respectively, of DELTIC TIMBER CORPORATION and were designated and duly authorized in their respective capacities by said DELTIC TIMBER CORPORATION to execute the above instrument for and in the name and behalf of said DELTIC TIMBER CORPORATION and further 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 17th day of October, 2005.



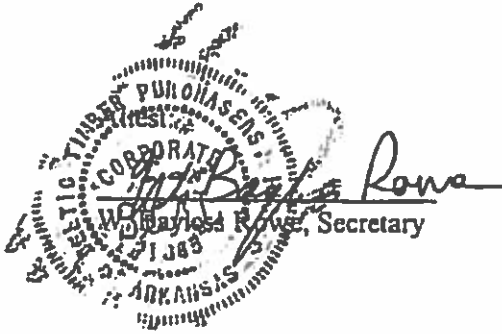
Lana Cobb
Notary Public

My Commission Expires:

3/1/12

DELTIC TIMBER PURCHASERS, INC.

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



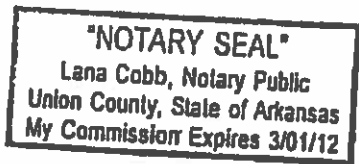
ACKNOWLEDGMENT

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, to me well known, who stated that they were the President and Secretary, respectively, of DELTIC TIMBER PURCHASERS, INC. and were designated and duly authorized in their respective capacities by said DELTIC TIMBER PURCHASERS, INC. to execute the above instrument for and in the name and behalf of said DELTIC TIMBER PURCHASERS, INC., and further 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 17th day of October, 2005.



Lana Cobb
NOTARY PUBLIC

My commission expires:

3/01/12

2005090065
10/24/2005 03:16:04 PM
Filed & Recorded in
Official Records of
PAT O'BRIEN
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees \$35.00



H-
502

SUPPLEMENT TO BILL OF ASSURANCE

This Supplement to Bill of Assurance executed this 17th day of October, 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 January 13, 2005, Instrument No. 2005004753, creating the Epernay Place Neighborhood (the "Original Bill of Assurance");

WHEREAS, paragraph 1 of the Original Bill of Assurance specifically provides that the Developer has the right to bring within the plan and the Original Bill of Assurance additional properties provided such properties are in accord with the general plan of development; and

WHEREAS, Developer files this Supplement to Bill of Assurance for the purpose of adding additional property to the Epernay Place Neighborhood, which property is owned by the Developer and is described as follows:

PART OF THE NW1/4 OF SECTION 16 AND PART OF THE NE1/4 OF SECTION 17, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS:

BEGINNING AT THE NORTHWEST CORNER OF THE SE1/4 NE1/4, SAID SECTION 17; THENCE S87°54'28"E ALONG THE NORTH LINE OF SAID SE1/4 NE1/4, 1320.89 FT. TO THE NORTHEAST CORNER THEREOF, SAID CORNER LYING ON THE WEST LINE OF LOT 23, BLOCK 72, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF LOTS 23 THROUGH 34, SAID BLOCK 72, THE FOLLOWING: (1) S36°05'37"E, 98.90 FT.; (2) S20°42'26"E, 236.13 FT.; (3) S13°59'47"E, 446.18 FT.; (4) S10°34'11"E, 76.44 FT. AND (5) S45°10'11"E, 99.17 FT. TO THE SOUTHERNMOST CORNER OF SAID LOT 34, BLOCK 72; THENCE S43°53'28"W ALONG THE NORTH RIGHT-OF-WAY LINE OF EPERNAY PLACE, 39.70 FT. TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 4, BLOCK 78, SAID CHENAL VALLEY; THENCE S46°06'53"E ALONG SAID WEST LINE, 174.10 FT. TO THE SOUTHERNMOST CORNER OF SAID LOT 4, SAID CORNER

LYING ON THE NORTH LINE OF LOT 10, SAID BLOCK 78; THENCE S40°02'55"W ALONG SAID NORTH LINE, 54.31 FT. TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE S51°36'59"E ALONG THE WEST LINE OF SAID LOT 10, 123.72 FT. TO THE SOUTHERNMOST CORNER THEREOF; THENCE S37°45'34"W ALONG THE NORTH RIGHT-OF-WAY LINE OF EPERNAY LOOP, 17.63 FT. TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 58, BLOCK 71, SAID CHENAL VALLEY; THENCE S52°40'23"E ALONG SAID WEST LINE, 181.55 FT. TO THE SOUTHERNMOST CORNER OF SAID LOT 58; THENCE S37°33'01"W, 116.80 FT.; THENCE S69°49'46"W, 82.05 FT.; THENCE S87°59'21"W, 222.56 FT.; THENCE N73°49'47"W, 79.68 FT.; THENCE N68°42'12"W, 111.32 FT.; THENCE S83°59'21"W, 20.06 FT.; THENCE N82°19'35"W, 208.19 FT.; THENCE N68°14'55"W, 272.47 FT.; THENCE N76°34'50"W, 295.02 FT.; THENCE N61°55'16"W, 266.81 FT.; THENCE N74°10'09"W, 78.82 FT.; THENCE N88°34'38"W, 50.00 FT.; THENCE N01°25'22"E, 8.22 FT.; THENCE N88°34'38"W, 125.00 FT.; THENCE N01°25'22"E, 309.58 FT.; THENCE N21°05'07"W, 195.30 FT.; THENCE N01°49'52"W, 104.08 FT.; THENCE N00°18'27"W, 104.06 FT.; THENCE S89°41'33"W, 76.15 FT. TO A POINT ON THE WEST LINE OF SAID SE1/4 NE1/4, SECTION 17; THENCE N00°18'27"W ALONG SAID WEST LINE, 330.55 FT. TO THE POINT OF BEGINNING, CONTAINING 42.0248 ACRES MORE OR LESS,

as shown on the plat hereinafter mentioned, as Lots 33-53, Block 71, Lots 35-69, Block 72, Lots 5-9, Block 78, Lots 1-24, Block 80, Lots 1-18, Block 81, Lots 1-19, Block 82, Tract C, Block 71 and Tract B, Block 72, Chenal Valley, an Addition to the City of Little Rock, Arkansas (which property together with the property described in the Original Bill of Assurance, as amended, is hereinafter referred to as the "Epernay Place Neighborhood"); and Developer has caused to be incorporated the Epernay Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the Epernay Place Neighborhood and Chenal Valley Property Owners Association, Inc. for the purpose of administering the maintenance of the common areas and amenities of Chenal Valley;

WHEREAS, all owners of lots within the Epernay Place Neighborhood are members of Epernay Place Property Owners Association, Inc. as provided for in the Original Bill of Assurance, and are members of Chenal Valley Property Owners Association, Inc. as provided for in the Covenants and Restrictions filed November 22, 1989, in the Office of the Circuit Clerk of Pulaski County, Arkansas, as Instrument No. 89-61706, as amended (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 herein, and that said property be held, owned and conveyed subject to the protective covenants contained in the Original Bill of Assurance and Covenants and Restrictions, in order to enhance the value of the Epernay Place Neighborhood.

Now, THEREFORE, Developer 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 August, 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").

Developer hereby donates and dedicates to the public an easement of way on and over the streets 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 Developer 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 such easements, and to have free ingress to and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

LOTS 36, 37, 64 AND 65, BLOCK 72 AND LOTS 12 AND 23, BLOCK 80, HAVE A 15.0 FT. UTILITY/DRAINAGE EASEMENT ACROSS THE FRONT ADJACENT TO THE STREET. ALL OTHER LOTS EXCEPT LOT 55, BLOCK 72, HAVE A 10 FT. UTILITY/DRAINAGE EASEMENT ACROSS THE FRONT ADJACENT TO THE STREET.

Pursuant to Paragraph 1 of the Original Bill of Assurance this Supplement to the Bill of Assurance may contain modifications to the Original Bill of Assurance necessary to reflect the different character of the real property being added to the Original Bill of Assurance. The interior lot sideline setbacks for the lots described in this Supplement to the Bill of Assurance are as follows:

NO BUILDING SHALL BE LOCATED NEAR TO AN INTERIOR LOT SIDELINE THAN A DISTANCE OF TEN PERCENT (10%) OF THE AVERAGE WIDTH OF THE LOT, PROVIDED HOWEVER, NOTWITHSTANDING THE ABOVE, THE INTERIOR SETBACK LINE MAY NEVER BE REQUIRED TO BE IN EXCESS OF EIGHT (8) FEET. ALL OTHER SETBACK REQUIREMENTS ARE IN ACCORDANCE WITH THE ORIGINAL BILL OF ASSURANCE.

The areas designated on the Plat as Tract C, Block 71 and Tract B, Block 72, 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 Epemay Place Neighborhood with the right to use the Tracts as easements for drainage and/or utilities and for buffer, park and aesthetic purposes. The Epemay Place 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 Epemay Place Property Owners Association, Inc., the right to use portions of these areas specifically designated by Deltic and the Epemay Place 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 Tract C, Block 71

and Tract B, Block 72, other than improvements for those designated purposes unless first approved by the appropriate agencies of the City of Little Rock, Epernay Place 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 Supplement to 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 33-53, Block 71, Lots 35-69, Block 72, Lots 5-9, Block 78, Lots 1-24, Block 80, Lots 1-18, Block 81, Lots 1-19, Block 82, Tract C, Block 71 and Tract B, Block 72, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the Epernay Place 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 are hereby added to and made a part of the Epernay Place Neighborhood and shall, on and after the date hereof, be subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions and the Original Bill of Assurance filed January 13, 2005, as Instrument No. 2005004753 and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof and Deltic Timber Purchasers, Inc. executes this Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

EXECUTED this 17th day of October, 2005.

DELTIC TIMBER CORPORATION

BY: Ray C. Dillon
Ray C. Dillon, President

Attest:

W. Bayless Rowe
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] 10/21/05
City of Little Rock Planning Commission

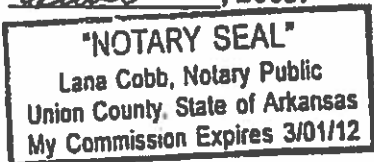
ACKNOWLEDGMENT

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, to me well known, who stated that they were the President and Secretary, respectively, of DELTIC TIMBER CORPORATION and were designated and duly authorized in their respective capacities by said DELTIC TIMBER CORPORATION to execute the above instrument for and in the name and behalf of said DELTIC TIMBER CORPORATION and further 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 17th day of October, 2005.



Lana Cobb
Notary Public

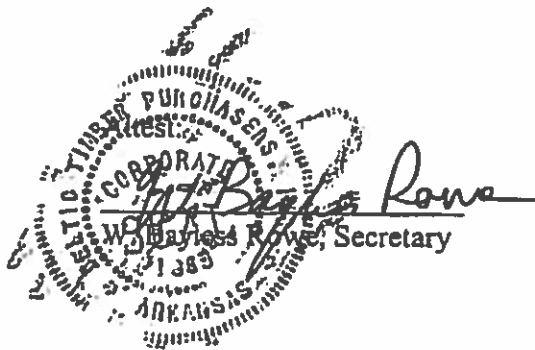
My Commission Expires:

3/1/12

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

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, to me well known, who stated that they were the President and Secretary, respectively, of DELTIC TIMBER PURCHASERS, INC. and were designated and duly authorized in their respective capacities by said DELTIC TIMBER PURCHASERS, INC. to execute the above instrument for and in the name and behalf of said DELTIC TIMBER PURCHASERS, INC., and further 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 17th day of October, 2005.

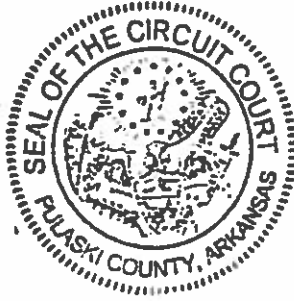
"NOTARY SEAL"
Lana Cobb, Notary Public
Union County, State of Arkansas
My Commission Expires 3/01/12

Lana Cobb
NOTARY PUBLIC

My commission expires:

3/01/12

H-203



2005004753
01/13/2005 03:11:43 PM
Filed & Recorded in
Official Records of
PAT O'BRIEN
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees \$50.00

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 16, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 18, BLOCK 70, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S25°43'07"W ALONG THE WEST LINE OF SAID LOT 18 AND ALONG THE WEST LINE OF LOT 17, SAID BLOCK 70, 300.67 FT. TO THE SOUTHWEST CORNER OF SAID LOT 17; THENCE S60°28'00"E ALONG THE SOUTH LINE OF SAID LOT 17 AND ALONG THE SOUTH LINE OF LOTS 16, 15, 14, AND 13, SAID BLOCK 70, 386.68 FT. TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE S07°18'34"E ALONG THE WEST LINE OF LOTS 12, 11, 10, 9 AND TRACT B, SAID BLOCK 70, 256.05 FT. TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE S05°26'59"E ALONG THE WEST LINE OF LOT 8, SAID BLOCK 70, 63.77 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S04°43'44"W ALONG THE WEST LINE OF LOTS 7, 6, 5, 4 AND 3, SAID BLOCK 70, 397.58 FT.; THENCE S47°24'43"E ALONG THE SOUTH LINE OF SAID LOT 3 AND ALONG THE SOUTH LINE OF LOT 2, SAID BLOCK 70, 125.81 FT. TO A POINT ON THE WEST LINE OF TRACT A, SAID BLOCK 70; THENCE S04°21'16"W ALONG SAID WEST LINE EXTENDED, 104.35 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EPERNAY PLACE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING: (1) S85°38'44"E, 76.15 FT.; (2) SOUTHEASTERLY ALONG THE ARC OF A 188.00 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S69°42'53"E, 103.20 FT.; (3) SOUTHEASTERLY ALONG THE ARC OF A 18.75 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S45°38'45"E, 5.31 FT. AND (4) SOUTHEASTERLY ALONG THE ARC OF A 185.50 FT. RADIUS

CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S33°05'10"E, 28.60 FT. TO THE NORTHEAST CORNER OF LOT 7, BLOCK 75, SAID CHENAL VALLEY; THENCE N84°20'25"W ALONG THE NORTH LINE OF SAID LOT 7, 169.46 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S81°32'59"W, 460.30 FT.; THENCE S11°09'31"W, 114.50 FT.; THENCE S23°42'33"W, 106.51 FT.; THENCE S37°33'01"W, 289.35 FT.; THENCE N52°40'23"W, 181.55 FT.; THENCE N37°45'34"E, 17.63 FT.; THENCE N51°36'59"W, 123.72 FT.; THENCE N40°02'55"E, 54.31 FT.; THENCE N46°06'53"W, 174.10 FT.; THENCE N43°53'28"E, 39.70 FT.; THENCE N45°10'11"W, 99.17 FT.; THENCE N10°34'11"W, 76.44 FT.; THENCE N13°59'47"W, 446.18 FT.; THENCE N20°42'26"W, 236.13 FT.; THENCE N36°05'37"W, 98.80 FT. TO THE SOUTHWEST CORNER OF THE NW1/4 NW1/4, SAID SECTION 16; THENCE N05°37'19"E ALONG THE WEST LINE OF SAID NW1/4 NW1/4, 628.71 FT. TO THE NORTHWEST CORNER OF THE SW1/4 NW1/4 NW1/4, SAID SECTION 16; THENCE S88°29'28"E ALONG THE NORTH LINE OF SAID SW1/4 NW1/4 NW1/4 EXTENDED, 720.00 FT.; THENCE N78°10'43"E, 227.62 FT. TO THE POINT OF BEGINNING, CONTAINING 38.8342 ACRES MORE OR LESS,

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

WHEREAS, the Epernay Place 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 Epernay Place Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the Epernay Place 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 Epernay Place Neighborhood are required to be members of Epernay Place 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 Epernay Place 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 January, 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").

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, 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, Block 72, Tract B, Block 71 and Tracts A and B, Block 79, 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 Epernay Place Neighborhood with the right to use these areas for utility, drainage, buffer, landscape, park and aesthetic purposes and the Epernay Place Property Owners Association, Inc. shall maintain such areas and improvements at its sole cost. Additionally, Deltic hereby grants to the public utilities the right to use these areas for utility and drainage easements provided such improvements are maintained by said public utilities. No improvements shall be placed on the areas designated as Tract A, Block 72, Tract B, Block 71 and Tracts A and B, Block 79, Chenal Valley, an addition to the City of Little Rock, Arkansas, unless first approved by the appropriate agencies of the City of Little Rock, Epernay Place 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 58-65, Block 71, Lots 1-34, Block 72, Lots 1-24, Block 79, Lots 1-4, 10-13, Block 78, Tract A, Block 72, Tract B, Block 71 and Tracts A and B, Block 79, Chenal Valley, an addition to the City of Little Rock, Arkansas", and any and every deed of conveyance of any lot in the Epernay Place 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 Epernay Place Neighborhood. Additional lands of Deltic may become subject to this Bill of Assurance and added to Epernay Place Neighborhood in the following manner: Deltic shall have the right but not the obligation to bring within the Epernay Place Neighborhood additional properties, regardless of whether or not said properties are presently owned by Deltic, as future phases of the Epernay Place Neighborhood, provided that such additions are in accord with the general plan of development for the Epernay Place Neighborhood (the "Epernay Place 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 Epernay Place Neighborhood and is maintained in the office of Deltic and provided such proposed additions, if made, become subject to assessments of the Epernay Place Property Owners Association, Inc. for their share of expenses. UNDER NO CIRCUMSTANCES shall this Bill of Assurance or any supplement or the Epernay Place General Plan bind Deltic to make the proposed additions or to adhere to the Epernay Place General Plan or any subsequent development plan shown on the Epernay Place General Plan. Nor shall Deltic be precluded from conveying lands in the Epernay Place 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 Epernay Place 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 Epernay Place 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 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 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 Tract A, Block 72, Tract B, Block 71 and Tracts A and B, Block 79, and all improvements thereon, including but not limited to, any walls, lighting, irrigation and landscaped areas shall be maintained by the Epernay Place

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 Epernay Place 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 Epernay Place Neighborhood shall be deemed to covenant and agree to pay any assessments, charges and/or special assessments which may hereinafter be levied by the Epernay Place Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Epernay Place Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common properties within the Epernay Place Neighborhood and facilities which may be hereafter dedicated for use by Deltic or otherwise acquired by the Epernay Place 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 Epernay Place 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 Epernay Place 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 Epernay Place Neighborhood other than one detached single-family residence not to exceed two 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 the minimum building setback lines shown on the Plat (all front building lines are 25.0 feet except Lot 62, Block 71 and Lots 10, 11, 12 and 13, Block 72, which are 15.00 feet); 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 7 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 Epernay Place 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 Minimum Sq. Ft.</u>	<u>Multi-Story Minimum Sq. Ft.</u>
All Lots	1,800	2,200

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 Epernay Place 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 Epernay Place 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 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 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.

EPERNAY PLACE BLOCK 72, LOTS 18, 19, 21, 22, AND 23 ARE SUBJECT TO AN UNDERGROUND UTILITY EASEMENT MEASURING TWENTY-FIVE FEET (25') IN WIDTH, WHICH RUNS WITHIN, ALONGSIDE, AND PARALLEL TO THEIR WESTERN BOUNDARIES. SAID EASEMENT IS RECORDED IN PULASKI COUNTY, ARKANSAS (FILE NUMBER 2004000190 DATED JANUARY 2, 2004) AND PERMITS THE LIMITED USE OF THE SURFACE BY THE GRANTEE, PRESENTLY MAUMELLE SUBURBAN IMPROVEMENT DISTRICT NUMBER 500, AND ITS SUCCESSORS AND ASSIGNS. SUCH LIMITED SURFACE USE INCLUDES THE RIGHT TO INSTALL PERIODIC ABOVE GROUND FIXTURES AS MAY BE REASONABLY NECESSARY FOR THE OPERATION OF AN UNDERGROUND WATERLINE. ANY PERMITTED SURFACE IMPROVEMENTS ERECTED OR INSTALLED WITHIN THE EASEMENT AREA BY THE LANDOWNER ARE SUBJECT TO REMOVAL BY THE GRANTEE AS IS NECESSARY FOR CONSTRUCTING, INSTALLING, LAYING, AND THEREAFTER, USING, OPERATING, INSPECTING, REPAIRING, MAINTAINING, AND REPLACING ONE (1) SIXTEEN INCH (16") UNDERGROUND WATERLINE, OR SMALLER, AS WELL AS OTHER GENERAL UNDERGROUND UTILITIES. IN SUCH EVENT(S), GRANTEE HAS A CONTRACTUAL DUTY TO COMPENSATE THE LANDOWNER FOR ANY AND ALL DAMAGES THEREBY INFLICTED AND TO PROMPTLY REPAIR AND RESTORE THE SURFACE OF THE EASEMENT AFTER CONCLUDING ITS CONSTRUCTION AND MAINTENANCE ACTIVITIES THEREIN.

19. Fences. 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.

20. 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.

21. 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.

22. 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.

23. Subdividing Lot. No lot shall be subdivided.

24. 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 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 Epernay Place Neighborhood but not thereafter), the Epernay Place 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.

25. 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, in area of the total land contained within the Epernay Place Neighborhood. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2034, 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 Epernay Place Neighborhood has been recorded prior to the commencement of any ten-year period.

26. 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.

27. 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.

28. 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.

29. 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.

[Execution of this Instrument is on the following page.]

EXECUTED this 10th day of January, 2005.

DELTIC TIMBER CORPORATION

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

Attest:
W. Bayless Rowe
W. Bayless Rowe, 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 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 10th day of January, 2005.

Lana Cobb
Notary Public

My Commission Expires:

"NOTARY SEAL"
Lana Cobb, Notary Public
Union County, State of Arkansas
My Commission Expires 3/01/12

Reviewed only for inclusion of minimum standards required by the City of Little Rock. This document is not an official record of the City of Little Rock and is not subject to the provisions of the Arkansas Public Information Act. This document is the property of the City of Little Rock and is not to be distributed outside the City of Little Rock without the express written permission of the City of Little Rock Planning Commission.

11365 [Signature]
City of Little Rock Planning Commission

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 10th day of January, 2005.

Lana Cobb
NOTARY PUBLIC

My commission expires:

"NOTARY SEAL"
Lana Cobb, Notary Public
Union County, State of Arkansas
My Commission Expires 3/01/12