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94-53174

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AMENDED AND SUBSTITUTED BILL OF ASSURANCE

OFFICE OF THE CLERK
PULASKI COUNTY, ARKANSAS
AND RECORDER

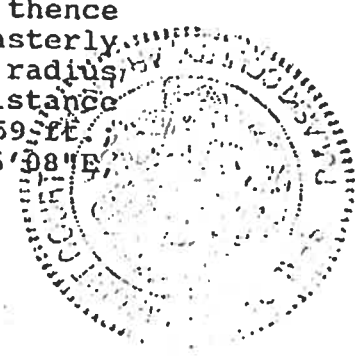
KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, DELTIC FARM & TIMBER CO., INC., an Arkansas corporation (hereinafter called "Deltic"), on May 31, 1994 filed of record that certain Bill of Assurance as Instrument Number 94-40316 and accompanying plat in Plat Book E at Page 60 creating the Bretagne Court Neighborhood; and

WHEREAS, this Amended and Substituted Bill of Assurance is filed to correct the legal description contained in the Plat and Bill of Assurance and to reflect the addition of Tracts D and E; and

WHEREAS, Deltic is the owner of the following described property:

Part of Sections 35 and 36, T-2-N, R-14-W, Pulaski County, Arkansas, more particularly described as: Starting at the center of Section 36, T-2-N, R-14-W; thence S0°45'34"W along the North-South centerline of said Section 36, 1021.6 ft. to a point on the centerline of Chenal Parkway; thence Northwesterly along said centerline being the arc of a 2864.79 ft. radius curve to the left, having a chord bearing and distance of N22°55'54"W, 873.62 ft. to a point; thence N31°42'05"W, and continuing along said centerline, 2164.01 ft. to a point; thence Northwesterly along the arc of a 5729.58 ft. radius curve to the right, having a chord bearing and distance of N28°58'41"W, 544.46 ft. to a point; thence S65°25'58"W, 203.86 ft.; thence S45°16'59"W, 429.22 ft. to a point; thence S68°11'55"W, 210.02 ft. to the point of beginning; thence S11°11'13"E, 232.19 ft.; thence S26°09'23"W, 185.0 ft.; thence S31°26'55"W, 757.78 ft.; thence N7°49'09"W, 132.15 ft.; thence N58°32'46"W, 664.85 ft.; thence N48°19'12"W, 863.72 ft. to a point on the Easterly right-of-way line of Chenal Valley Drive; thence Northeasterly along said Easterly right-of-way line, being the arc of a 746.20 ft. radius curve to the left, having a chord bearing and distance of N17°12'06"E, 189.48 ft.; thence N11°04'10"E and continuing along said Easterly right-of-way line, 708.07 ft.; thence Northeasterly along and continuing along said Easterly right-of-way line, being the arc of a 788.51 ft. radius curve to the right, having a chord bearing and distance of N18°02'43"E, 2.65 ft.; thence S62°20'36"E, 63.59 ft.; thence S43°13'37"E, 769.73 ft.; thence S65°36'08"E



648.49 ft.; thence S89°21'36"E, 304.08 ft. to the point of beginning, containing 32.3769 Acres more or less.

shown on the plat, hereinafter mentioned, as Lots 1-16, Block 11, Lots 1-23, Block 10, and Tracts A, B, C, D and E, Block 10, Chenal Valley an Addition to the City of Little Rock, Arkansas (the "Bretagne Court Neighborhood"); and

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

WHEREAS, Deltic has caused to be incorporated Bretagne Court Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the Bretagne Court 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 Bretagne Court Neighborhood will be members of Bretagne Court Property Owners Association, Inc. as provided for herein and members of Chenal Valley Property Owners Association, Inc. as provided for in the Covenants and Restrictions; and

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

NOW THEREFORE, Deltic, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made an amended and substituted plat, showing a survey made by Joe D. White, Registered Land Surveyor dated 7/11/66, 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 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 access and/or utilities which Deltic hereby donates and dedicates to and for the use of public utilities, the same being, without limiting the generality

of the foregoing, electric power, gas, telephone, water, sewer and cable television with the right hereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services.

The areas designated on the Plat as Tracts A, B, C, D and E are hereby donated and dedicated by Deltic to the owners of lots within the Bretagne Court Neighborhood with the right to use these areas for utility, drainage, buffer, park and aesthetic purposes and the Bretagne Court 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 Tracts A, B, C, D and E other than improvements for those designated purposes, unless first approved by the appropriate agencies of the City of Little Rock, Bretagne Court Property Owners Association, Inc. and the Architectural Control Committee established pursuant to the Covenants and Restrictions and By-Laws of Chenal Valley Property Owners Association, Inc. (the "Architectural Control Committee").

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

The lands embraced in the Plat shall be forever known as "Lots 1-16, Block 11, Lots 1-23, Block 10, and Tracts A, B, C, D and E, Block 10, Chenal Valley, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in the Bretagne Court Neighborhood describing the same by the number shown on said Plat shall always be deemed a sufficient description thereof.

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

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

2. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall

be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence.

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

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

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

6. Height and Type of Residence. No residence shall be erected, altered, placed or permitted to remain on any lot in the Bretagne Court Neighborhood other than one detached single-family residence not to exceed two and one-half stories in height.

7. Setback Requirements. No residence shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the Plat; 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 a distance of 10% of the average width of the lot, with a maximum distance of 15 feet, provided, however, that such distance need not exceed 15 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.

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

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

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

10. 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 Bretagne Court Neighborhood.

11. 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.

12. 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.

13. 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.

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

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

16. 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.

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

18. Easements for Pedestrian and Golf Cart Traffic. An access easement for the 39 residences within Bretagne Court Neighborhood is located between Lots 4 and 5, Block 10, as shown on the plat and such easement is hereby dedicated as a private easement for pedestrian and golf cart traffic only for the use of the owners of lots in Bretagne Court Neighborhood for access to the adjacent golf course. An access easement for all residences in Chenal Valley is also shown on the plat between Lots 12 and 13, Block 10, as shown on the plat, and such easement is hereby dedicated as a private access easement for pedestrian and bicycle traffic only for the use and benefit of all owners of lots in Chenal Valley for access to the adjacent properties. Both of these

easements shall be maintained by the Bretagne Court Property Owners Association, Inc.

19. Private Access Easement. The private access easement shown between Lots 1 and 3, Block 10, is hereby dedicated as a private access easement for the use and benefit of Lots 1, 2 and 3, Block 10, Chenal Valley, only. This easement will be maintained by the Bretagne Court Property Owners Association, Inc.

20. Fences. No fences, enclosure or part of any building of any type or nature whatsoever shall ever be constructed, erected, placed or maintained closer to the front lot line than the building setback line applicable and in effect as to each lot, provided, however, that chain link or similar fences are in all events strictly prohibited and shall not be used under any circumstances; provided, further, that it is not the intentions of this paragraph to exclude the use of evergreens or other shrubbery to landscape the front yard. No fencing shall be permitted on any property line adjacent to the golf course. Fencing of any type must be approved by the Architectural Control Committee as provided in paragraph 1 hereof.

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

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

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

24. Ground Frontage. No lot shall be subdivided.

25. Right to Enforce. The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns. All parties claiming by, through or under the present owner shall be taken to covenant with the owner of the lots hereby restricted, and its successors and assigns, to conform to and observe these restrictions. No restriction herein shall be personally binding upon any corporation, person or persons, except with respect to breaches committed during its, his or their term of holding title to said land. Deltic, its successors and assigns, and also the owner or owners of any of the lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages and failure by any owner or owners of any lot or lots in this addition to observe any of the restrictions herein. Any delay in bringing such action shall, in no event, be deemed to be a waiver of the right to do so thereafter.

26. Modification of Restrictions. Any and all of the covenants, provisions or restrictions set forth in this Bill of Assurance may be amended, modified, extended, changed or canceled, in whole or in part, by a written instrument signed and acknowledged by the owner or owners of more than seventy-five percent (75%) in area of the total land contained within the Bretagne Court Neighborhood. Each covenant in this instrument, unless expressly provided otherwise, shall remain in full force and effect until January 1, 2030 after which time each covenant in this instrument shall be automatically extended for successive periods of ten (10) years unless an instrument terminating the covenants signed by the then owners of seventy-five percent (75%) of the lots in the Bretagne Court Neighborhood has been recorded prior to the commencement of any ten-year period.

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

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

surface in any oil drilling, oil development operating, oil refining, quarrying or mining operations.

29. 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.

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

EXECUTED this 13th day of July, 1994.

DELTIC FARM & TIMBER CO., INC.

By: Ron Pearce
Ron Pearce
President

Attest:

James E. Baine
James E. Baine
Secretary

LITTLE ROCK PLANNING
COMMISSION APPROVED

Boyd C. Linn
7/22/94

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 Ron Pearce and James E. Baine being the President and Secretary, respectively, of DELTIC FARM & TIMBER CO., INC. and who had been designated by said DELTIC FARM & TIMBER CO., INC. to execute the above instrument, to me personally well known, who stated they were the President and Secretary of said DELTIC FARM & TIMBER CO., INC. and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said DELTIC FARM & TIMBER CO., INC. and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of July, 1994.

Norma B. [Signature]
Notary Public

My Commission Expires:

June 1, 2002

DELTIC TIMBER PURCHASERS, INC.

By: *Ron Pearce*
Ron Pearce
President

Attest:

James E. Baine
James E. Baine
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF UNION

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ron Pearce and James E. Baine being the President and Secretary, respectively, of DELTIC TIMBER PURCHASERS, INC. and who had been designated by said DELTIC TIMBER PURCHASERS, INC. to execute the above instrument, to me personally well known, who stated they were President and Secretary of said DELTIC TIMBER PURCHASERS, INC. and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said DELTIC TIMBER PURCHASERS, INC. and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of July, 1994.



NOTARY PUBLIC

My commission expires:

June 1, 2002