

D-900

BILL OF ASSURANCE

FILED AND RECORDED

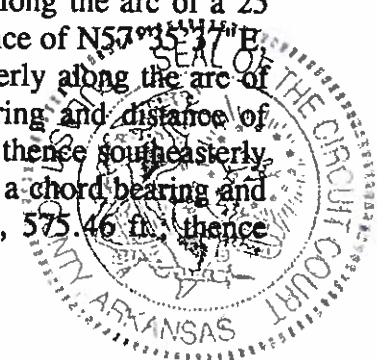
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KNOW ALL MEN BY THESE PRESENTS:

BY   
JACQUETTA ALEXANDER  
PULASKI CO CIRCUIT CLERK  
AND RECORDER

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

Part of the W 1/2 of Section 25 and part of the E 1/2 of Section 26, 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  $S0^{\circ}45'34''W$  along the north-south center line of said Section 36, 1021.6 ft. to a point on the center line of Chenal Parkway; thence northwesterly along said center line being the arc of a 2864.79 ft. radius curve to the left, having a chord bearing and distance of  $N22^{\circ}55'45''W$ , 873.62 ft. to a point; thence  $N31^{\circ}42'05''W$  and continuing along said center line, 2164.01 ft. to a point; thence northwesterly and continuing along said center line being the arc of a 5729.58 ft. radius curve to the right having a chord bearing and distance of  $N26^{\circ}52'34''W$ , 964.00 ft. to a point; thence  $N22^{\circ}03'W$ , and continuing along said center line 1424.40 ft. to a point; thence northwesterly and continuing along said center line, being the arc of a 2864.79 ft. radius curve to the left, having a chord bearing and distance of  $N26^{\circ}37'55''W$ , 457.70 ft.; thence  $N58^{\circ}47'10''E$ , 90.0 ft. to a point on the Easterly right-of-way line of Chenal Parkway and the point of beginning; thence northwesterly and continuing along said Easterly right-of-way line, being the arc of a 2954.79 ft. radius curve to the left, having a chord bearing and distance of  $N39^{\circ}11'02''W$ , 826.49 ft.; thence  $N42^{\circ}57'27''E$ , 218.75 ft.; thence  $N47^{\circ}58'04''W$ , 29.30 ft.; thence  $N42^{\circ}56'20''E$ , 194.94 ft.; thence  $N47^{\circ}03'43''W$ , 258.03 ft.; thence  $N33^{\circ}58'36''E$ , 293.72 ft.; thence  $N47^{\circ}25'53''E$ , 263.78 ft.; thence  $N54^{\circ}11'34''E$ , 125.02 ft.; thence  $N35^{\circ}51'18''W$ , 50.36 ft.; thence  $N54^{\circ}12'22''E$ , 212.74 ft.; thence  $S18^{\circ}21'59''E$ , 125.82 ft.; thence  $S48^{\circ}45'01''E$ , 247.48 ft.; thence  $S33^{\circ}57'19''E$ , 50.36 ft.; thence  $S49^{\circ}36'26''W$ , 78.69 ft.; thence southeasterly along the arc of a 25 ft. radius curve to the left, having a chord bearing and distance of  $S07^{\circ}06'40''E$ , 41.80 ft.; thence westerly along the arc of a 427.47 ft. radius curve to the left, having a chord bearing and distance of  $S76^{\circ}22'49''E$ , 185.78 ft.; thence  $S88^{\circ}57'55''E$ , 71.55 ft.; thence southeasterly along the arc of a 1004.93 ft. radius curve to the right, having a chord bearing and distance of  $S85^{\circ}12'34''E$ , 131.46 ft.; thence  $S81^{\circ}25'12''E$ , 162.44 ft.; thence northeasterly along the arc of a 25 ft. radius curve to the left, having a chord bearing and distance of  $N57^{\circ}35'11''E$ , 32.79 ft.; thence  $S73^{\circ}22'54''E$ , 60.00 ft.; thence southwestwardly along the arc of a 447.47 ft. radius curve to the left, having a chord bearing and distance of  $S10^{\circ}05'50''W$ , 101.34 ft.; thence  $S03^{\circ}36'34''W$ , 59.10 ft.; thence southeasterly along the arc of a 542.96 ft. radius curve to the left, having a chord bearing and distance of  $S18^{\circ}23'14''E$ , 406.56 ft.; thence  $S40^{\circ}23'31''E$ , 575.46 ft.; thence



southeasterly along the arc of a 602.96 ft. radius curve to the right, having a chord bearing and distance of S25°33'40"E, 308.48 ft.; thence S10°44'20"E, 224.10 ft.; thence southeasterly along the arc of a 507.46 ft. radius curve to the right, having a chord bearing and distance of S00°17'50"W, 194.27 ft.; thence southeasterly along the arc of a 25 ft. radius curve to the left, having a chord bearing and distance of S25°11'19"E, 29.76 ft.; thence S28°17'26"W, 60.00 ft.; thence N61°42'34"W, 139.09 ft.; thence westerly along the arc of a 256.46 ft. radius curve to the left, having a chord bearing and distance of S70°16'08"W, 381.25 ft. to a point on the end of the existing right-of-way line of Chenal Valley Drive; thence N67°44'19"W, 60.0 ft.; thence easterly along the arc of a 316.48 ft. radius curve to the right, having a chord bearing and distance of N70°16'08"E, 470.44 ft.; thence S61°42'34"E, 22.66 ft.; thence northeasterly along the arc of a 25 ft. radius curve to the left, having a chord bearing and distance of N62°30'22"E, 41.35 ft.; thence northeasterly along the arc of a 447.46 ft. radius curve to the left, having a chord bearing and distance of N02°00'29"W, 135.82 ft.; thence N10°44'20"W, 224.10 ft.; thence northwesterly along the arc of a 512.96 ft. radius curve to the left, having a chord bearing and distance of N18°17'11"W, 141.77 ft.; thence N88°01'34"W, 724.84 ft.; thence S76°03'28"W, 787.97 ft. to the point of beginning, containing 47.4305 Acres more or less,

shown on the plat, hereinafter mentioned, as Lots 1 - 33 and Tracts A, B, and C, Block 36, Lots 1 - 3, Block 42, Lots 1 - 10, Block 45, Lots 1 - 7, Block 46, Lots 1 - 6, Block 47, Chenal Valley an Addition to the City of Little Rock, Arkansas (the "LaMarche Place Neighborhood"); and

WHEREAS, the LaMarche 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 (the "Covenants and Restrictions"); and

WHEREAS, Deltic has caused to be incorporated LaMarche Place Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the LaMarche 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 LaMarche Place Neighborhood will be members of LaMarche 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, in order to enhance the value of the LaMarche 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 Joe D. White, Registered Land Surveyor dated Jan 20, 1994, 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 and 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, and C are hereby donated by Deltic to the owners of lots within the LaMarche Place Neighborhood with the right to use these areas for drainage, buffer, utility, park and aesthetic purposes and the LaMarche Place Property Owners Association, Inc. shall maintain such areas and improvements at its sole cost. No improvements shall be placed on the areas designated as Tracts A, B and C other than improvements for those designated purposes, unless first approved by the appropriate agencies of the City of Little Rock, LaMarche 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 1 - 33 and Tracts A, B, and C, Block 36, Lots 1 - 3, Block 42, Lots 1 - 10, Block 45, Lots 1 - 7, Block 46, Lots 1 - 6, Block 47, Chenal Valley, an Addition to the City of Little Rock, Arkansas and any and every deed of conveyance of any lot in the LaMarche 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. 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, and C, Block 36 and all improvements thereon, including but not limited to, all walls, landscaped areas (including street lighting, and landscape lighting) and irrigation areas shall be maintained by the LaMarche Place Property Owners Association, Inc.

4. Delegation of Authority. Deltic has caused the formation of the LaMarche 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.

5. Creation of Obligation for Assessments. By acceptance of a deed or other conveyance of property covered by this Bill of Assurance, each owner of a lot within the LaMarche 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 LaMarche Place Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the LaMarche Place Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common properties within the LaMarche Place Neighborhood and facilities which may be hereafter dedicated for use by Deltic or otherwise acquired by the LaMarche Place Property Owners Association, Inc.

6. Height and Type of Residence. No residence shall be erected, altered, placed or permitted to remain on any lot in the LaMarche Place 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, rear lot line or nearer to 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 minimum distance of 10 feet. No principal dwelling shall be located on any lot nearer to the rear lot line than the building set-back line as shown of the Plat. 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 LaMarche Place Neighborhood unless the finished heated living area, exclusive of porches, patios, garages, breezeways, exterior stairways, porte cocheres, storage areas and outbuildings, shall equal or exceed that shown in the following schedule:

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

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

9. Frontage of Residence on Streets. Any residence erected on any lot in the LaMarche 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.

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 LaMarche Place 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 Private Drives. Private access easements for Lots 8, 9, 10, and 11, Block 36, within the LaMarche Place Neighborhood are shown on the Plat as shaded areas and such easements are hereby dedicated as private access easements for vehicular traffic only and the use of the owners of these lots in the LaMarche Place Neighborhood. These easements shall be maintained by the LaMarche Place Property Owners Association, Inc.

19. 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. Fencing of any type must be approved by the Architectural Control Committee as provided in Paragraph 1 herein.

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 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.

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 gutterline not more than two inches above the gutter grade.

23. Ground Frontage. 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 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.

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 the owner or owners of more than seventy-five percent (75%) in area of the total land contained within the LaMarche Place 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 LaMarche 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 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., 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 thirteen (13) 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.

EXECUTED this 17th day of January, 1994.

DELTIC FARM & TIMBER CO., INC.

By: Ron Pearce  
Ron Pearce  
President

Attest:

Walter Compton  
Walter Compton  
Assistant Secretary

LITTLE ROCK PLANNING  
COMMISSION APPROVED  
Bobby C. Lewis  
1/23/94

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 Walter Compton being the President and Assistant 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 Assistant 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 17th day of January, 1994.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

June 1, 2002

DELTIC TIMBER PURCHASERS, INC.

By:   
\_\_\_\_\_  
Ron Pearce  
President

Attest:

  
\_\_\_\_\_  
Walter Compton  
Assistant 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 Walter Compton being the President and Assistant 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 Assistant 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

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 17th day of January, 1994.

Norma C. Hooper  
NOTARY PUBLIC

My commission expires:

June 1, 2002

F645

99095827  
12/06/1999 01:39:26 PM  
Filed & Recorded in  
Official Records of  
CAROLYN STALEY  
PULASKI COUNTY  
CIRCUIT CLERK  
Fees \$26.00

FIRST SUPPLEMENT TO BILL OF ASSURANCE

This First Supplement to Bill of Assurance executed this 24<sup>th</sup> day of November, 1999, 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 September 18, 1998, Instrument No. 98-072525 (the "Original Bill of Assurance") creating the La Marche Place Neighborhood, Phase B;

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 First Supplement to Bill of Assurance for the purpose of adding additional property to the La Marche Place Neighborhood, Phase B, which property is owned by the Developer and is described as follows:

PART OF THE E1/2 OF SECTION 26, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 40, BLOCK 36, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S29°40'39"W ALONG THE WEST LINE OF SAID LOT 40 AND THE WEST LINE OF TRACT D, SAID BLOCK 36, 237.98 FT. TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHENAL PARKWAY; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING THE ARC OF A 2964.78 FT. RADIUS CURVE TO THE LEFT A CHORD BEARING AND DISTANCE OF N67°55'54"W, 302.91 FT.; THENCE N70°46'55"W AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 254.48 FT.; THENCE N 19°13'05"E, 70.00 FT.; THENCE N09°18'40"W, 214.89 FT.; THENCE N28°16'54"E, 247.37 FT.; THENCE N40°47'25"E, 524.62 FT.; THENCE N30°17'47"W, 175.34 FT.; THENCE N59°42'13"E, 31.24 FT.; THENCE N30°17'47"W, 150.00 FT.; THENCE N59°42'13"E, 533.38 FT.; THENCE N86°09'01"E, 243.07 FT.; THENCE S61°14'45"E, 201.92 FT.; THENCE S41°32'30"E, 187.98 FT.; THENCE S05°14'01"E, 220.00 FT.; THENCE WESTERLY ALONG THE ARC OF A 384.26 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S82°48'29"W, 26.26 FT.; THENCE S00°39'07"W, 158.23 FT. TO A POINT ON THE NORTH LINE OF LOT 4, SAID CHENAL VALLEY; THENCE S88°19'04"W ALONG SAID NORTH LINE, 87.12 FT. TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE S30°21'56"W, ALONG THE WEST LINE OF SAID LOT 4, 115.00



FT.; THENCE S25°04'12"W, 60.06 FT. TO THE NORTHWEST CORNER OF LOT 1, BLOCK 40, SAID CHENAL VALLEY; THENCE S26°31'10"W ALONG THE WEST LINE OF SAID LOT 1 AND WEST LINE OF LOT 2, SAID BLOCK 40, 237.40 FT. TO THE NORTHWEST CORNER OF LOT 3, SAID BLOCK 40; THENCE S 34°59'38"W ALONG THE WEST LINE OF SAID LOT 3, 129.55 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S38°50'56"W ALONG THE WEST LINE OF LOTS 4 AND 5, SAID BLOCK 40, 289.54 FT. TO THE NORTHWEST CORNER OF LOT 6, SAID BLOCK 40; THENCE S30°32'37"W ALONG THE WEST LINE OF SAID LOT 6, 148.38 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N59°50'31"W ALONG THE NORTH RIGHT-OF-WAY LINE OF TALAIS DRIVE, 14.72 FT.; THENCE NORTHWESTERLY AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING THE ARC OF A 125.77 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N55°12'30"W, 20.32 FT.; THENCE S39°25'31"W, 50.00 FT. TO THE POINT OF BEGINNING, CONTAINING 29.3457 ACRES MORE OR LESS,

shown on the plat hereinafter mentioned, as Tracts E and F, Block 36, Lots 41-50, Block 36, Lots 84-91, Block 36, Tract A, Block 39, Lots 1-20, Block 39, Lots 7-12, Block 40 and Lots 5-6, Block 42, 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 and corrected, is hereinafter referred to as the "LaMarche Place Neighborhood, Phase B"); and Developer has caused to be incorporated LaMarche Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the LaMarche Place Neighborhood, Phase B 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 LaMarche Place Neighborhood and LaMarche Place Neighborhood, Phase B, are members of LaMarche 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 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 Covenants and Restrictions and Original Bill of Assurance, in order to enhance the value of the LaMarche Place Neighborhood, Phase B.

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

12-2-99, 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.

The filing of this First 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.

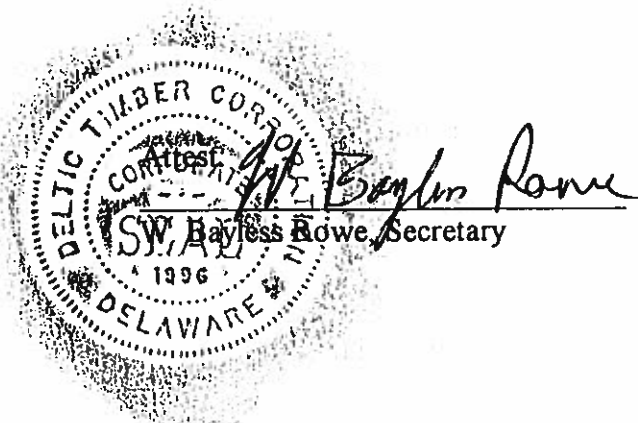
The lands embraced in the plat shall be forever known as Tracts E and F, Block 36, Lots 41-50, Block 36, Lots 84-91, Block 36, Tract A, Block 39, Lots 1-20, Block 39, Lots 7-12, Block 40 and Lots 5-6, Block 42, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the LaMarche Place Neighborhood, Phase B, 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 LaMarche Place Neighborhood, Phase B 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 September 18, 1998, as Instrument No. 98-072525, 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 Second Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

EXECUTED this 24<sup>th</sup> day of November, 1999.

DELTIC TIMBER CORPORATION

BY: Ron L Pearce  
Ron L. Pearce, President



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.

12/6/99 Matthewson  
City of Little Rock Planning Commission

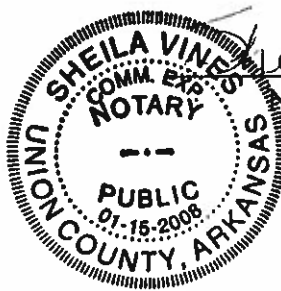
ACKNOWLEDGMENT

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 Ron L. Pearce 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 24 day of November, 1999.



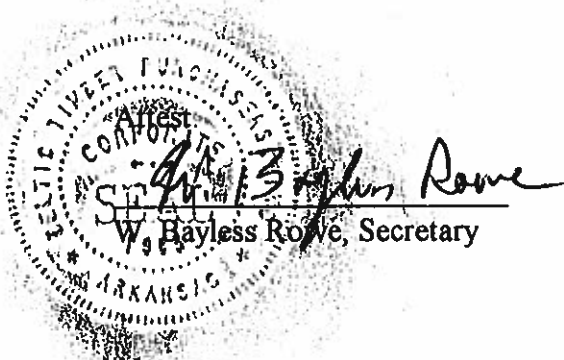
Notary Public

My Commission Expires:

1-15-2008

DELTIC TIMBER PURCHASERS, INC.

By: Ron L Pearce  
Ron L. Pearce, President



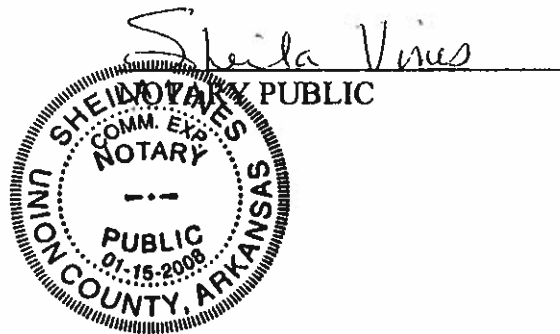
ACKNOWLEDGMENT

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 Ron L. Pearce 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 24 day of November 1999.



My commission expires:

1-15-2008

2000035880  
05/25/2000 04:22:22 PM  
Filed & Recorded in  
Official Records of  
CAROLYN STALEY  
PULASKI COUNTY  
CIRCUIT CLERK  
Fees \$14.00

CORRECTED FIRST SUPPLEMENT TO BILL OF ASSURANCE

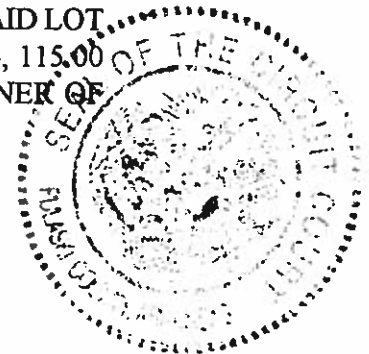
This Corrected First Supplement to Bill of Assurance executed this 22<sup>nd</sup> day of May, 2000, is made by Deltic Timber Corporation (the "Developer" or the "Declarant") as hereinafter set forth:

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 September 18, 1998, as Instrument No. 98-072525 (the "Original Bill of Assurance") creating the La Marche Place Neighborhood, Phase B, and First Supplement to Bill of Assurance December 6, 1999, filed as Instrument No. 99-095827,

WHEREAS, Developer files this Corrected First Supplement to Bill of Assurance for the purpose of correcting a clerical error in the description of the property described in the First Supplement to Bill of Assurance to the La Marche Place Neighborhood, Phase B, which property is owned by the Developer and is correctly described as follows:

PART OF THE E 1/2 OF SECTION 26, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 40, BLOCK 36, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S29°40'39"W ALONG THE WEST LINE OF SAID LOT 40 AND THE WEST LINE OF TRACT D, SAID BLOCK 36, 237.98 FT. TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHENAL PARKWAY; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING THE ARC OF A 2964.78 FT. RADIUS CURVE TO THE LEFT A CHORD BEARING AND DISTANCE OF N67°55'54"W, 302.91 FT.; THENCE N70°46'55"W AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 254.48 FT.; THENCE N 19°13'05"E, 70.00 FT.; THENCE N09°18'40"W, 214.89 FT.; THENCE N28°16'54"E, 247.37 FT.; THENCE N40°47'25"E, 524.62 FT.; THENCE N30°17'47"W, 175.34 FT.; THENCE N59°42'13"E, 31.24 FT.; THENCE N30°17'47"W, 150.00 FT.; THENCE N59°42'13"E, 533.38 FT.; THENCE N86°09'01"E, 243.07 FT.; THENCE S61°14'45"E, 201.92 FT.; THENCE S41°32'30"E, 187.98 FT.; THENCE S05°14'01"E, 220.00 FT.; THENCE WESTERLY ALONG THE ARC OF A 384.26 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S82°48'29"W, 26.26 FT.; THENCE S00°39'07"W, 158.23 FT. TO A POINT ON THE NORTH LINE OF LOT 4, BLOCK 41, SAID CHENAL VALLEY; THENCE S88°19'04"W ALONG SAID NORTH LINE, 87.12 FT. TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE S30°21'56"W, ALONG THE WEST LINE OF SAID LOT 4, 115.00 FT.; THENCE S25°04'12"W, 60.06 FT. TO THE NORTHWEST CORNER OF





LOT 1, BLOCK 40, SAID CHENAL VALLEY; THENCE S26°31'10"W ALONG THE WEST LINE OF SAID LOT 1 AND WEST LINE OF LOT 2, SAID BLOCK 40, 237.40 FT. TO THE NORTHWEST CORNER OF LOT 3, SAID BLOCK 40; THENCE S 34°59'38"W ALONG THE WEST LINE OF SAID LOT 3, 129.55 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S38°50'56"W ALONG THE WEST LINE OF LOTS 4 AND 5, SAID BLOCK 40, 289.54 FT. TO THE NORTHWEST CORNER OF LOT 6, SAID BLOCK 40; THENCE S30°32'37"W ALONG THE WEST LINE OF SAID LOT 6, 148.38 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N59°50'31"W ALONG THE NORTH RIGHT-OF-WAY LINE OF TALAIS DRIVE, 14.72 FT.; THENCE NORTHWESTERLY AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING THE ARC OF A 125.77 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N55°12'30"W, 20.32 FT.; THENCE S39°25'31"W, 50.00 FT. TO THE POINT OF BEGINNING, CONTAINING 29.3457 ACRES MORE OR LESS,

shown on the plat hereinafter mentioned, as Tracts E and F, Block 36, Lots 41-50, Block 36, Lots 84-91, Block 36, Tract A, Block 39, Lots 1-20, Block 39, Lots 7-12, Block 40 and Lots 5-6, Block 41, 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 and corrected, is hereinafter referred to as the "LaMarche Place Neighborhood, Phase B"); and Developer has caused to be incorporated LaMarche Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the LaMarche Place Neighborhood, Phase B 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 LaMarche Place Neighborhood and LaMarche Place Neighborhood, Phase B, are members of LaMarche 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 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 Covenants and Restrictions and Original Bill of Assurance, in order to enhance the value of the LaMarche Place Neighborhood, Phase B.

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 December 2, 1999, 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.

The filing of this First 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 Tracts E and F, Block 36, Lots 41-50, Block 36, Lots 84-91, Block 36, Tract A, Block 39, Lots 1-20, Block 39, Lots 7-12, Block 40 and Lots 5-6, Block 41, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the LaMarche Place Neighborhood, Phase B, 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 LaMarche Place Neighborhood, Phase B 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 September 18, 1998, as Instrument No. 98-072525, 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 Second Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

EXECUTED this 22<sup>nd</sup> day of May, 2000.

DELTIC TIMBER CORPORATION

BY: Ron L. Pearce  
Ron L. Pearce, President

Attest: W. Bayless Rowe  
W. Bayless Rowe, Secretary

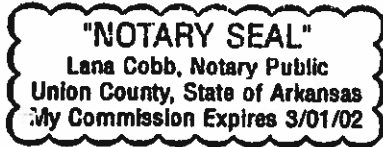
ACKNOWLEDGMENT

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 Ron L. Pearce 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 22<sup>nd</sup> day of May, 1999. 2000.



Lana Cobb  
Notary Public

My Commission Expires:

\_\_\_\_\_

DELTIC TIMBER PURCHASERS, INC.

By: Ron L Pearce  
Ron L. Pearce, President

Attest:

W. Bayless Rowe  
W. Bayless Rowe, Secretary

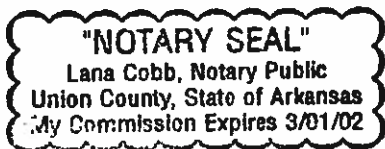
ACKNOWLEDGMENT

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 Ron L. Pearce 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 22<sup>nd</sup> day of May, 2000.



Lana Cobb  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_

G-40

2001021966  
03/28/2001 11:36:37 AM  
Filed & Recorded in  
Official Records of  
CAROLYN STALEY  
PULASKI COUNTY  
CLERK  
Fees \$26.00

SECOND SUPPLEMENT TO BILL OF ASSURANCE

This Second Supplement to Bill of Assurance executed this 13<sup>th</sup> day of March, 2001, 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 September 18, 1998, Instrument No. 98-072525 (the "Original Bill of Assurance") creating the La Marche Place Neighborhood, Phase B, First Supplement to Bill of Assurance on December 6, 1999 as Instrument No. 99-095827, and Corrected First Supplement to Bill of Assurance on May 25, 2000 as Instrument No. 20-035880;

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 the La Marche Place Neighborhood, Phase B, which property is owned by the Developer and is described as follows:

PART OF THE N1/2 OF SECTION 26, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT E, BLOCK 36, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; SAID CORNER LYING ON THE NORTH RIGHT-OF-WAY LINE OF CHENAL PARKWAY; THENCE N70°46'55"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 341.30 FT.; THENCE NORTHWESTERLY ALONG THE NORTH AND EAST RIGHT-OF-WAY LINE OF SAID CHENAL PARKWAY BEING THE ARC OF A 1332.39 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N31°05'57"W, 1704.46 FT.; THENCE N08°41'55"E AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 271.25 FT. TO THE SOUTHWEST CORNER OF THE ST. MARGARETS CHURCH PROPERTY; THENCE S81°22'26"E ALONG THE SOUTH LINE OF SAID CHURCH PROPERTY, 480.80 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE N50°27'10"E ALONG THE EAST LINE OF SAID CHURCH PROPERTY, 519.00 FT.; THENCE S21°01'10"E, 508.37 FT.; THENCE S26°49'46"E, 584.96 FT.; THENCE N59°42'13"E, 174.62 FT. TO THE NORTHWEST CORNER OF LOT 84, BLOCK 36, SAID CHENAL VALLEY; THENCE S30°17'47"E ALONG THE WEST LINE OF SAID LOT 84, 150.00 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S59°42'13"W ALONG THE NORTH RIGHT-OF-WAY LINE OF BELLEGARDE DRIVE, 31.24 FT.;



THENCE S30°17'47"E ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BELLEGARDE DRIVE AND ALONG THE WEST LINE OF LOT 50, SAID BLOCK 36, 175.34 FT. TO THE NORTHWEST CORNER OF LOT 49, SAID BLOCK 36; THENCE S40°47'25"W, ALONG THE WEST LINE OF SAID LOT 49 AND ALONG THE WEST LINE OF LOTS 48, 47 AND 46, SAID BLOCK 36, 524.62 FT. TO THE NORTHWEST CORNER OF LOT 45, SAID BLOCK 36; THENCE S28°16'54"W ALONG THE WEST LINE OF SAID LOT 45, 247.37 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S09°18'40"E ALONG THE WEST LINE OF LOT 44, SAID BLOCK 36, 214.89 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S19°13'05"W ALONG THE WEST LINE OF SAID TRACT E, BLOCK 36, 70.00 FT. TO THE POINT OF BEGINNING, CONTAINING 46.7631 ACRES MORE OR LESS.

shown on the plat hereinafter mentioned, as Tracts G and H, Block 36, Lots 51-61, Block 36, Lots 63-83, Block 36, Lots 1-11, Block 37, and Lots 1-15, Block 38, 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 and corrected, is hereinafter referred to as the "LaMarche Place Neighborhood"); and Developer has caused to be incorporated LaMarche Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the LaMarche 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 LaMarche Place Neighborhood and LaMarche Place Neighborhood, Phase B, are members of LaMarche 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 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 LaMarche 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 February 27, 2001, 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.

The filing of this Second 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 Tracts G and H, Block 36, Lots 51-61, Block 36, Lots 63-83, Block 36, Lots 1-11, Block 37, and Lots 1-15, Block 38, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the LaMarche 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 LaMarche 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 September 18, 1998, as Instrument No. 98-072525, 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 Second Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

EXECUTED this 13<sup>th</sup> day of MARCH, 2001.

DELTIC TIMBER CORPORATION

BY: Ron L Pearce  
Ron L. Pearce, 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.

3/28/01 Mark Brown  
City of Little Rock Planning Commission

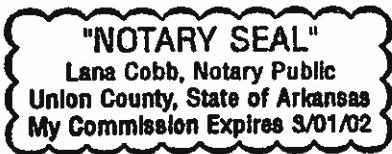
ACKNOWLEDGMENT

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 Ron L. Pearce 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 13<sup>th</sup> day of March, 2001.



Lana Cobb  
Notary Public

My Commission Expires:

\_\_\_\_\_



DELTIC TIMBER PURCHASERS, INC.

By: Ron L Pearce  
Ron L. Pearce, President

Attest:

W. Bayless Rowe  
W. Bayless Rowe, Secretary

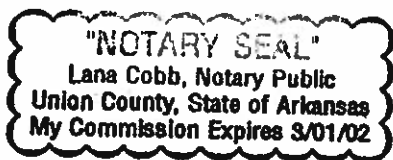
ACKNOWLEDGMENT

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 Ron L. Pearce 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 13<sup>th</sup> day of March, 2001.



Lana Cobb  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

6-438

2002159949  
07/12/2002 02:34:58 PM  
Filed & Recorded in  
Official Records of  
CAROLYN STALEY  
PULASKI COUNTY  
CIRCUIT/COUNTY CLERK  
Fees \$35.00

THIRD SUPPLEMENT TO BILL OF ASSURANCE

This Third Supplement to Bill of Assurance executed this 15<sup>th</sup> day of May, 2002, is made by Deltic Timber Corporation (the "Developer" or the "Declarant") as hereinafter set forth:

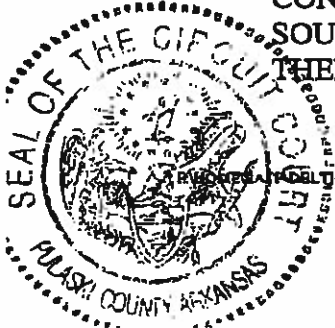
WHEREAS, Developer caused to be filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, that certain Bill of Assurance to Chenal Valley, an addition to the City of Little Rock, Arkansas, on September 18, 1998, Instrument No. 98-072525 (the "Original Bill of Assurance") creating the La Marche Place Neighborhood, Phase B, First Supplement to Bill of Assurance on December 6, 1999 as Instrument No. 99-095827, Corrected First Supplement to Bill of Assurance on May 25, 2000 as Instrument No. 20-035880, and Second Supplement to Bill of Assurance on March 28, 2001 as Instrument No. 2001021966

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 Third Supplement to Bill of Assurance for the purpose of adding additional property to the La Marche Place Neighborhood, Phase B, which property is owned by the Developer and is described as follows:

PART OF THE W1/2 OF SECTION 25 AND PART OF THE E1/2 OF SECTION 26, T-2-N, R-14-W, LITTLE ROCK, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 42, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, SAID CORNER LYING ON THE WEST RIGHT-OF-WAY LINE OF LAMARCHE DRIVE; THENCE N48°45'01"W ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINE OF LOT 2, SAID BLOCK 42, 247.48 FT. TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 42; THENCE N18°21'59"W ALONG THE EAST LINE OF SAID LOT 3, 125.82 FT. TO THE NORTHEAST CORNER THEREOF; THENCE N35°02'22"W ALONG THE EAST LINE OF LOTS 4 AND 5, SAID BLOCK 42, 266.63 FT. TO THE NORTHEAST CORNER OF SAID LOT 5, SAID CORNER LYING ON THE SOUTH RIGHT-OF-WAY LINE OF TALAIS DRIVE; THENCE N45°44'04"W, 50.00 FT. TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID TALAIS DRIVE; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING THE ARC OF A 125.78 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S46°43'18"W, 10.78 FT.; THENCE S49°10'40"W AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 8.59 FT. TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 41, SAID CHENAL VALLEY; THENCE N43°21'33"W ALONG THE EAST LINE OF SAID LOT 1, 155.00 FT.



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TO THE NORTHEAST CORNER THEREOF; THENCE N74°01'30"W ALONG THE NORTH LINE OF LOTS 2 AND 3, SAID BLOCK 41, 229.83 FT.; THENCE S88°19'04"W CONTINUING ALONG THE NORTH LINE OF SAID LOT 3 AND ALONG THE NORTH LINE OF LOT 4, SAID BLOCK 41, 110.00 FT. TO THE SOUTHEAST CORNER OF LOT 6, SAID BLOCK 41; THENCE N00°39'07"E ALONG THE EAST LINE OF SAID LOT 6, 158.23 FT. TO THE NORTHEAST CORNER THEREOF, SAID CORNER LYING ON THE SOUTH RIGHT-OF-WAY LINE OF TALAIS DRIVE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, BEING THE ARC OF A 384.26 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N82°48'29"E, 26.26 FT. TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 91, BLOCK 36, SAID CHENAL VALLEY; THENCE N05°14'01"W ALONG SAID EXTENDED EAST LINE, 220.00 FT. TO THE NORTHEAST CORNER OF SAID LOT 91; THENCE S76°05'17"E, 316.81 FT.; THENCE N57°55'11"E, 347.49 FT.; THENCE S88°05'51"E, 205.79 FT.; THENCE S53°46'13"E, 153.74 FT.; THENCE S59°35'48"E, 251.18 FT.; THENCE S54°18'56"E, 172.86 FT.; THENCE N74°45'10"E, 501.67 FT.; THENCE S34°05'11"E, 356.71 FT.; THENCE S56°05'54"W, 608.62 FT.; THENCE S30°04'08"E, 230.60 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 537.46 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S38°26'29"W, 143.55 FT.; THENCE S30°46'01"W, 129.00 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 537.46 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S22°18'20"W, 158.17 FT. TO A POINT OF THE NORTH RIGHT-OF-WAY LINE OF LAMARCHE BLVD; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING: (1) N81°25'12"W, 154.49 FT.; (2) WESTERLY ALONG THE ARC OF A 1004.93 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N85°12'34"W, 131.46 FT.; (3) N88°57'55"W, 71.55 FT.; (4) NORTHWESTERLY ALONG THE ARC OF A 427.46 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N76°22'49"W, 185.78 FT. AND (5) NORTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N07°06'40"W, 41.80 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE SAID LAMARCHE DRIVE; THENCE N49°36'26"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 78.69 FT.; THENCE N33°57'19"W, 50.36 FT. TO THE POINT OF BEGINNING, CONTAINING 33.4219 ACRES, MORE OR LESS.

shown on the plat hereinafter mentioned, as Tract I, Block 36, Lots 92-117, Block 36, Tract A, Block 41, Lots 7-10, Block 41, Tract A, Block 42, Lots 6-14, Block 42, Lots 1-9, Block 43, 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 and corrected, is hereinafter referred to as the "LaMarchePlace Neighborhood"); and Developer has caused to be incorporated LaMarche Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common

area and amenities in the LaMarche 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 LaMarche Place Neighborhood and LaMarche Place Neighborhood, Phase B, are members of LaMarche 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 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 LaMarche 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 June, 2002, 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.

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 Tract I, Block 36, Lots 92-117, Block 36, Tract A, Block 41, Lots 7-10, Block 41, Tract A, Block 42, Lots 6-14, Block 42, Lots 1-9, Block 43, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the LaMarche 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 LaMarche 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 September 18, 1998, as Instrument No. 98-072525, 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.

EXECUTED this 15<sup>th</sup> day of MAY, 2002.

DELTIC TIMBER CORPORATION

BY: Ron L Pearce  
Ron L. Pearce, 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] 2/12/02  
City of Little Rock Planning Commission

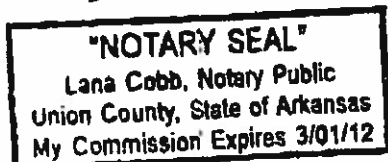
ACKNOWLEDGMENT

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 Ron L. Pearce 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 15<sup>th</sup> day of May, 2002.



Lana Cobb  
Notary Public

My Commission Expires:

3/01/12

DELTIC TIMBER PURCHASERS, INC.

By: Ron L Pearce  
Ron L. Pearce, President

Attest:

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 15<sup>th</sup> day of May, 2002.

**"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

6589

2003012594  
02/06/2003 12:29:28 PM  
Filed & Recorded in  
Official Records of  
CAROLYN STALEY  
PULASKI COUNTY  
CIRCUIT COUNTY CLERK  
Fees \$28.00

CORRECTED THIRD SUPPLEMENT TO BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS

That, whereas, Deltic Timber corporation, an Arkansas Corporation (hereinafter called "Deltic"), did file of record on July 12, 2002, in the office of the Circuit Clerk of Pulaski County, Arkansas that certain Third Supplement to Bill of Assurance as instrument no. 2002159949 (the "Third Supplement to Bill of Assurance"), bringing within the plan and Original Bill of Assurance of the LaMarche Place Neighborhood - Phase B, the real property more particularly described within the Third Supplement to Bill of Assurance.

WHEREAS, this Corrected Third Supplement to Bill of Assurance is filed for the purposes of correcting a clerical error contained in the description of the public streets in the Third Supplement to Bill of Assurance.

WHEREAS, the undersigned deem it necessary to amend and correct the Third Supplement to Bill of Assurance as follows:

The public street designated as LaMarche Drive in the Plat showing a survey made by Paul M. White, Registered Land Surveyor, dated July 12, 2002, and recorded with the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, on July 12, 2002 as Document No. 2002159949 in Plat Book G, Page 438 ("Plat"), is hereby changed to LaMarche Lane, as reflected on the Amended and Substituted Plat of the real property described in the Plat showing a survey made by Paul M. White, Registered Land Surveyor, dated January, 2003, and bearing a Certificate of Approval executed by the Department of Comprehensive Planning of the City of Little Rock.

Except as specifically amended by this Corrected Third Supplement to Bill of Assurance, the provisions of the Third Supplement to Bill of Assurance previously executed and recorded, shall remain in full force and effect.

EXECUTED this 3<sup>rd</sup> day of February, 2003.

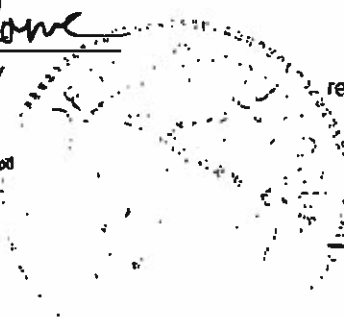
DELTIC TIMBER CORPORATION

BY: Ron L Pearce  
Ron L. Pearce, President

Attest:

W. Bayless Rowe  
W. Bayless Rowe, Secretary

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

2/6/03 [Signature]  
City of Little Rock Planning Commission



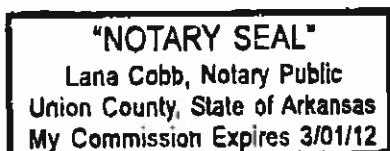
ACKNOWLEDGMENT

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 Ron L. Pearce 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 3<sup>rd</sup> day of February, 2003.



Lana Cobb  
Notary Public

My Commission Expires:

3/01/12

DELTIC TIMBER PURCHASERS, INC.

By: Ron L Pearce  
Ron L. Pearce, President

Attest:

W. Bayless Rowe  
W. Bayless Rowe, Secretary

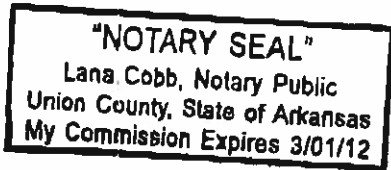
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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3<sup>rd</sup> day of February, 2003.



Lana Cobb  
NOTARY PUBLIC

My commission expires:

3/01/12