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94-39014

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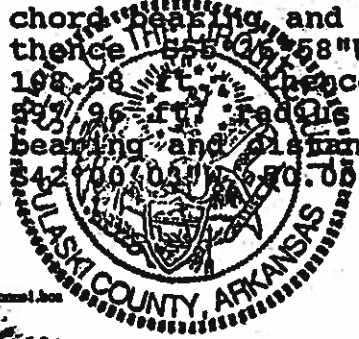
BILL OF ASSURANCE

94 MAY 24 PM 2:10
BY *M. Wash*
JACQUETTA ALEXANDER
PULASKI CO CIRCUIT CLERK
AND RECORDER

KNOW ALL MEN BY THESE PRESENTS:

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

Part of the S1/2 of Section 14, and part of the N1/2 of Section 23, all in T-2-N, R-14-W, Pulaski County, Arkansas, all more particularly described as: Starting at the Southeast corner of Lot 1, Block 20, Chenal Valley, an Addition to the city of Little Rock, Arkansas, said corner lying on the Northerly right-of-way line of Aberdeen Drive; thence Southeasterly along said Northerly right-of-way line, being the arc of a 528.96 ft. radius curve to the left, having a chord bearing and distance of S45°03'03"E, 29.95 ft.; thence S46°53'28"E and continuing along said Northerly right-of-way line, 154.25 ft. to a point on the Westerly right-of-way line of Chenonceau Blvd.; thence along the Westerly right-of-way line of Chenonceau Blvd. being the arc of a 25 ft. radius curve to the left having a chord bearing and distance of N86°20'32"E, 36.66 ft.; thence Northeasterly and continuing along said Westerly right-of-way line being the arc of a 999.93 ft. radius curve to the right, having a chord bearing and distance of N41°43'39"E, 10.72 ft. to the point of beginning; thence Northeasterly along the arc of a 999.93 ft. radius curve to the right, having a chord bearing and distance of N62°50'01"E, 710.37 ft.; thence N83°38'16"E, 399.45 ft. ; thence Northeasterly along the arc of a 909.93 ft. radius curve to the left, having a chord bearing and distance of N70°14'43"E, 421.38 ft.; thence S33°08'38"E, 512.17 ft.; thence S88°13'37"E, 354.59 ft.; thence S00°02'26"W, 184.83 ft.; thence S53°13'19"W, 204.76 ft.; thence Northwesterly along the arc of a 179.63 ft. radius curve to the left, having a chord bearing and distance of N44°54'33"W, 35.65 ft.; thence S37°00'52"W, 118.20 ft.; thence S82°10'17"W, 504.52 ft.; thence S69°56'59"W, 273.23 ft.; thence S26°56'13"E, 120.20 ft.; thence Southeasterly along the arc of a 542.96 ft. radius curve to the left, having a chord bearing and distance of S32°13'00"E, 101.69 ft.; thence S55°09'58"W, 280.66 ft.; thence S33°59'04"W, 198.58 ft.; thence Southeasterly along the arc of a 529.96 ft. radius curve to the right, having a chord bearing and distance of S51°26'17"E, 52.99 ft.; thence S42°00'04"W, 580.08 ft.; thence S24°56'35"W, 138.72 ft.;



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thence N56°11'19"W, 109.85 ft.; thence Southerly along the arc of a 741.20 ft. radius curve to the right, having a chord bearing and distance of S14°37'49"W, 86.84 ft.; thence N72°29'11"W, 744.08 ft.; thence N09°36'49"E, 605.86 ft.; thence N35°45'42"W, 174.59 ft. to a point on the Easterly right-of-way line of Chenonceau Blvd.; thence Northeasterly along said Easterly right-of-way line, begin the arc of a 909.93 ft. radius curve to the right, having a chord bearing and distance of N37°49'25"E, 132.97 ft.; thence N47°58'54"W, 90.00 ft. to the point of beginning, containing 43.5037 acres more or less.

shown on the plat, hereinafter mentioned, as Lots 1-28 and Tracts A and E, Block 25, Lots 1-9 and Tract B, Block 26, Lots 1-9, Block 27, Lots 1-11 and Tract D, Block 28, Lots 1-7 Tract C, Block 29, Lots 1-3, Block 31, and Lot 1, Block 32, Chenal Valley an Addition to the City of Little Rock, Arkansas (the "Bayonne Place Neighborhood"); and

WHEREAS, the Bayonne 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 Bayonne Place Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the Bayonne 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 Bayonne Place Neighborhood will be members of Bayonne 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 Bayonne 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 5/11/94, 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 Bayonne Place Neighborhood with the right to use these areas for utility, drainage, buffer, park and aesthetic purposes and the Bayonne Place Property Owners Association, Inc. shall maintain such areas and improvements at its sole cost. Additionally, Deltic hereby grants to the public utilities the right to use these areas for utility and drainage easements provided such improvements are maintained by said public utilities. No improvements shall be placed on the areas designated as 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, Bayonne 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 1-28 and Tracts A and E, Block 25, Lots 1-9 and Tract B, Block 26, Lots 1-9, Block 27, Lots 1-11 and Tract D, Block 28, Lots 1-7 Tract C, Block 29, Lots 1-3, Block 31, and Lot 1, Block 32, Chenal Valley, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in the Bayonne Place Neighborhood describing the same by the number shown on said Plat shall always be deemed a sufficient description thereof.

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

1. Additions to Bayonne Place Neighborhood. Additional lands of Deltic may become subject to this Bill of Assurance and added to Bayonne Place Neighborhood in the following manner: Deltic shall have the right but not the obligation to bring within the Bayonne Place Neighborhood additional properties, regardless of whether or not said properties are presently owned by Deltic, as future phases of the Bayonne Place Neighborhood, provided that such additions are in accord with the general plan of development for the Bayonne Place Neighborhood (the "Bayonne Place General Plan") which has been prepared prior to the date of this Bill of Assurance and prior to the sale of any lot in the Bayonne Place Neighborhood and is maintained in the office of Deltic and provided such proposed additions, if made, become subject to assessments of the Bayonne Place Property Owners Association, Inc. for their share of expenses. UNDER NO CIRCUMSTANCES shall this Bill of Assurance or any supplement or the Bayonne Place General Plan bind Deltic to make the proposed additions or to adhere to the Bayonne Place General Plan or any subsequent development plan shown on the Bayonne Place General Plan. Nor shall Deltic be precluded from conveying lands in the Bayonne Place General Plan not subject to this Bill of Assurance or any supplement free and clear of this Bill of Assurance or any supplement thereto. Any additional phases added to the Bayonne Place Neighborhood shall be made by filing of record a supplemental Bill of Assurance with respect to the additional property and shall extend the covenants and restrictions of this Bill of Assurance to said additional property and the owners, including Deltic, of lots in those additions shall immediately be entitled to all rights and privileges provided in this Bill of Assurance. The Supplemental Bill of Assurance may contain such complimentary additions and modifications of the provisions of this Bill of Assurance necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Bill of Assurance. In no event, however, shall such supplement, revoke, modify or add to the covenants established by this Bill of Assurance as to the property herein described. No entity, other than Deltic, shall have the right to subject additional lands to the Bayonne Place Neighborhood unless Deltic shall indicate in writing that such additional lands may be included.

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

3. Use of Land. The land herein platted shall be held, owned and used only as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than a single detached single-family residence.

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

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

6. Creation of Obligation for Assessments. By acceptance of a deed or other conveyance of property covered by this Bill of Assurance, each owner of a lot within Bayonne 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 Bayonne Place Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Bayonne Place Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common properties within the Bayonne Place Neighborhood and facilities which may be hereafter dedicated for use by Deltic or otherwise acquired by the Bayonne Place Property Owners Association, Inc., which amount together with interest, costs of collection and a reasonable attorney's fee, shall be a continuing lien upon the lot.

7. Height and Type of Residence. The residences in Bayonne Place shall be of similar size and architectural style so as to create a neighborhood of architectural continuity. All construction shall be approved by the Architectural Control Committee, in its sole and absolute discretion, as further provided for in paragraph 2 of this Bill of Assurance. No residence shall be erected, altered, placed or permitted to remain on any lot in the Bayonne Place Neighborhood other than one detached single-family residence not to exceed two stories in height.

8. Setback Requirements. No residence shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the Plat; 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 8 feet and a minimum of 5 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.

9. Minimum Square Feet Area. No residence shall be constructed or permitted to remain on any building site in the Bayonne Place 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	2,200	2,600

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

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

11. Commercial Structures. No building or structure of any type may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any lot. This prohibition shall not apply to any business or structure that may be placed on any lot or portion of a lot that is used exclusively by a public utility company in connection with the furnishing of public utility services to the Bayonne Place Neighborhood.

12. Outbuildings Prohibited. No outbuildings or other detached structure appurtenant to the residence may be erected on any of the lots hereby restricted without the consent in writing of the Architectural Control Committee.

13. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any garbage, trash, rubbish, tree limbs, pine straw, leaves or cuttings, ashes or other refuse be thrown, placed or dumped upon any vacant lot, street, road or common areas, nor on any site unless placed in a container suitable for garbage pickup; nor shall anything ever be

done which may be or become an annoyance or nuisance to the neighborhood.

14. Oil and Mineral Operations. No oil drilling, oil development operating, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

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

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

17. Temporary Structure. No trailer, basement, tent, shack, garage, barn or other outbuilding other than a guest house and servants quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

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

19. 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 2 hereof.

20. Sight Line Restrictions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points fifty (50) feet from the intersection of the street lines, or in the case of a rounded property corner, within the triangle formed by tangents to the curve at its beginning and end, and a line connecting them at points fifty (50) feet from their intersection. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of 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 Bayonne 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 Bayonne 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 fourteen (14) thereof will not engage the use of the surface in any oil drilling, oil development operating, oil refining, quarrying or mining operations.

28. Extension. All covenants for which extension is not otherwise provided in this instrument, shall automatically be extended for successive periods of ten (10) years each unless modified, terminated or canceled as provided herein.

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

EXECUTED this 16th day of May, 1994.

DELTIC FARM & TIMBER CO., 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 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 16th day of May, 1994.

Norma C. Hooper
Notary Public

My Commission Expires:

June 1, 2002

DELTIC TIMBER PURCHASERS, INC.

By: Ron Pearce

Ron Pearce
President

LITTLE ROCK PLANNING
COMMISSION APPROVED

Wally C. L. 5/24/94

FINAL PLAT

As Signed

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 16th day of May, 1994.

Norma C. Stouper
NOTARY PUBLIC

My commission expires:

June 1, 2002

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FIRST SUPPLEMENT TO BILL OF ASSURANCE
CAROLYN STALEY
CIRCUIT COUNTY CLERK

This First Supplement to Bill of Assurance executed this 25th day of January, 1996 is made by Deltic Farm and Timber Co., Inc. (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, on May 24, 1994 as Instrument No. 94-39014 (Original Bill of Assurance") creating the Bayonne Place Neighborhood.



WHEREAS, Paragraph 1 of the Bill of Assurance specifically provides that the Developer has the right to bring within the plan of the Bill of Assurance additional properties provided such conditions 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 Bayonne Place Neighborhood which property is owned by Developer and is described as follows:

A tract of land lying in the N1/2, Section 23, T-2-N, R-14-W of Pulaski County, Arkansas, more particularly described as: Beginning at the NE Corner of the NW1/4, NE1/4, said Section 23; thence S1°25'33"W along the east line of said NW1/4, NE1/4 and the west line of Lots 2, 4, 6 & 8, Glenn Johnson Ranch, a subdivision in Pulaski County, Arkansas, 1165.53 ft.; thence N88°34'24"W, 200.50 ft.; thence N1°25'33"E, 39.75 ft.; thence N88°34'24"W, 132.40 ft.; thence S2°44'21"E, 24.00 ft.; thence S74°15'35"W, 162.00 ft.; thence northwesterly along the arc of a 452.46 ft. radius curve to the left, a chord bearing and distance of N17°58'44"W, 36.00 ft.; thence S69°38'09"W, 120.00 ft.; thence N26°59'34"W, 227.39 ft.; thence N87°02'33"W, 98.32 ft.; thence S47°29'33"W, 110.68 ft.; thence S45°17'54"W, 60.16 ft.; thence S40°26'29"W, 129.90 ft.; thence N57°55'24"W, 188.91 ft.; thence N62°55'03"W, 216.90 ft.; thence N51°00'52"W, 123.26 ft.; thence N42°34'52"W, 125.75 ft. to the southwest corner of Lot 1, Block 31, Chenal Valley, an Addition to the City of Little Rock, Arkansas, thence N55°36'58"E along the south line of said Lot 1 and said south line extended, 202.23 ft. to the east right-of-way line of Bayonne Drive; thence northwesterly along said east right-of-way line, being the arc of a 542.96 ft. radius curve to the right, a chord bearing and distance of N32°13'00"W, 101.69 ft.; thence N26°56'13"W and continuing along said east right-of-way line, 120.20 ft. to the southwest corner of Tract C, Block 29, said Chenal Valley Addition;

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CAROLYN STALEY
CIRCUIT COUNTY CLERK

thence N69°56'59"E along the south line of said Tract C and along the south lines of Lots 1 & 2 said Block 29, 273.23 ft. to the southwest corner of Lot 3, said Block 29; thence N82°10'17"E along the south line of Lots 3, 4, 5, 6 & 7, said Block 29, 504.52 ft. to the southeast corner of said Lot 7; thence N37°00'52"E along the east line of said Lot 7, 118.20 ft. to the northeast corner thereof; thence southeasterly along the south right-of-way line of Durance Drive, being the arc of a 179.63 ft. radius curve to the right, a chord bearing and distance of S44°54'33"E, 35.65 ft; thence N53°13'19"E along the south line of Lot 9, Block 26, said Chenal Valley Addition and said south line extended westerly, 204.76 to the southeast corner of said Lot 9; thence N0°02'26"E along the east line of said Lot 9 and the east line of Tract B, said Block 26, 184.83 ft. to a point on the north line of the NE1/4 of said Section 23; thence S88°33'35"E along said north line, 176.69 ft. to the Southwest corner of Tract B, Glenn Johnson Ranch Subdivision, thence S88°13'30"E along the north line of the NW1/4, NE1/4, said Section 23, 331.63 ft. to the point of beginning, containing 29.089 acres more or less.

but shown on the plat, hereinafter mentioned, as Lots 10-23, Block 26, and Lots 8-15, Block 29 and Lots 1-21, Block 30, and Lots 17-22, Block 31, and Lots 1-5 Block 33 and Lots 1-3 and 6-10, Block 34 (which property together with the Property described in the Original Bill of Assurance is hereinafter referred to as the "Bayonne Place Neighborhood"); and Developer has caused to be incorporated Bayonne Place Property Owner's Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the Bayonne Place Neighborhood and Chenal Valley Property Owner's 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 Bayonne Place Neighborhood will be members of Bayonne Place Property Owner's Association, Inc. as provided for herein and members of Chenal Valley Property Owner's 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 (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 Bayonne 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 _____, 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 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 "Lots 10-23, Block 26, and Lots 8-15, Block 29 and Lots 1-21, Block 30, and Lots 17-22, Block 31, and Lots 1-5 Block 33 and Lots 1-3 and 6-10, Block 34, Chenal Valley, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in the Bayonne 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 Bayonne Place Neighborhood and are subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions and that certain Bill of Assurance filed October 21, 1993 as Instrument No. 94-39014, and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof and Deltic Timber Purchasers executes this First Supplement to Bill of Assurance for the purposes set forth in paragraph 27 of the original Bill of Assurance.

EXECUTED this 25th day of January, 1996.

DELTIC FARM & TIMBER CO., INC.

By: Ron L Pearce
Ron Pearce
President

Attest:

James E. Baine
James E. Baine
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.

Boyd C. L.
City of Little Rock Planning Commission

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

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 25th day of January, 1996.

Jo DeWitt
Notary Public

My Commission Expires:

12-1-2004



DELTIC TIMBER PURCHASERS, INC.

By: Ron Pearce
Ron Pearce
President

Attest:

James E. Baine
James E. Baine
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF _____

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 25th day of January, 1996.

J. Dewitt
NOTARY PUBLIC

My commission expires:

12-1-2004



From: _____
January 1996

FILED AND RECORDED

1997 DEC 16 A 11: 23

SECOND SUPPLEMENT TO BILL OF ASSURANCE

Q.H.
CAROLYN STALEY
CIRCUIT COUNTY CLERK

This Second Supplement to Bill of Assurance executed this 18th day of November, 1997, 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 May 24, 1994, as Instrument No. 94-39014 (the "Original Bill of Assurance") creating the Bayonne Place Neighborhood and First Supplement to Bill of Assurance on February 9, 1996, as Instrument No. 96-11903;

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 Bayonne Place Neighborhood, which property is owned by the Developer and is described as follows:

A TRACT OF LAND LYING IN THE N ½, SECTION 23, T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED: BEGINNING AT THE SOUTHEAST CORNER OF LOT 23, BLOCK 26, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS, SAID CORNER LYING ON THE WEST LINE OF GLENN JOHNSON RANCH, A SUBDIVISION IN PULASKI COUNTY, ARKANSAS, THENCE S01°25'33"W ALONG SAID WEST LINE, 362.33 FT.; THENCE N81°28'21"W, 37.63 FT.; THENCE N39°33'53"W, 263.68 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 175.77 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S73°04'54"W, 135.36 FT.; THENCE N84°16'20"W, 210.66 ft.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 125.77 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S77°56'35"W, 76.84 FT.; THENCE S60°09'30"W, 6.23 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S17°31'58"W, 33.86 FT.; THENCE SOUTHEASTERLY ALONG THE ARC OF A 984.92 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S23°25'55"E, 57.09 FT.; THENCE S21°46'16"E, 97.39 FT.; THENCE S68°13'44"W, 60.00 FT.; THENCE NORTHWESTERLY



ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N66°46'16"W, 35.36'; THENCE S 68°13'44"W, 89.90 FT.; THENCE NORTHWESTERLY ALONG THE ARC OF A 215.98 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N73°45'16"W, 266.05'; THENCE NORTHWESTERLY ALONG THE ARC OF A 25.00 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N79°20'15"W, 34.38 FT.; THENCE S54°00'58"W, 48.82 FT.; THENCE SOUTHWESTERLY ALONG THE ARC OF A 311.48 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S62°30'29"W, 91.99 FT.; THENCE N18°35'43"W, 161.39 FT.; THENCE N74°55'08"W, 11.80 FT.; THENCE N 64°36'50"W, 220.00 FT.; THENCE N59°28'35"W, 235.10 FT. TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 32, SAID CHENAL VALLEY; THENCE N24°56'35"E ALONG THE EAST LINE OF SAID LOT 1, 138.72 FT. TO THE NORTHEAST CORNER THEREOF, SAID CORNER LYING ON THE SOUTH RIGHT-OF-WAY LINE OF EQUENNES DRIVE; THENCE N42°00'03"E, 50.00 FT. TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID EQUENNES DRIVE; THENCE NORTHWESTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOLLOWING THE ARC OF A 597.96 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N51°35'24"W, 52.99 FT. TO THE SOUTHERNMOST CORNER OF LOT 3, BLOCK 31, SAID CHENAL VALLEY, THENCE N33°59'04"E ALONG THE EAST LINE OF SAID LOT 3, 108.58 FT. TO THE SOUTHERNMOST CORNER OF LOT 2, SAID BLOCK 31; THENCE N 55°36'58"E ALONG THE EAST LINE OF SAID LOT 2, 78.44 FT. TO THE WESTERNMOST CORNER OF LOT 22, SAID BLOCK 31; THENCE S42°34'52"E ALONG THE SOUTH LINE OF SAID LOT 22, 125.75 FT. TO THE SOUTHWEST CORNER OF LOT 21, SAID BLOCK 31; THENCE S51°00'52"E ALONG THE SOUTH LINE OF SAID LOT 21, 123.26 FT. TO THE SOUTHWEST CORNER OF LOT 20, SAID BLOCK 31; THENCE S62°55'03"E ALONG THE SOUTH LINE OF LOTS 20 AND 19, SAID BLOCK 31, 216.90 FT. TO THE SOUTHWEST CORNER OF LOT 18, SAID BLOCK 31, THENCE S57°55'24"E ALONG THE SOUTH LINE OF LOTS 18 AND 17, SAID BLOCK 31, 188.91 FT. TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE N40°26'29"E ALONG THE EAST LINE OF SAID LOT 17, 129.90 FT. TO THE NORTHEAST CORNER THEREOF, SAID CORNER LYING ON THE SOUTH RIGHT-OF-WAY LINE OF BAYONNE DRIVE; THENCE N45°17'54"E, 60.16 FT. TO THE SOUTHERNMOST CORNER OF LOT 1, BLOCK 33, SAID CHENAL VALLEY, SAID CORNER LYING ON THE NORTH RIGHT-OF-WAY LINE OF BAYONNE DRIVE; THENCE N47°29'33"E ALONG THE EAST LINE OF SAID LOT 1, 110.68 FT. TO THE SOUTHWEST CORNER OF LOT 2, SAID BLOCK 33; THENCE

S87°02'33"E ALONG THE SOUTH LINE OF SAID LOT 2, 98.32 FT. TO THE NORTHWEST CORNER OF LOT 4, SAID BLOCK 33, THENCE S26°59'34"E ALONG THE WEST LINE OF LOTS 4 AND 5, SAID BLOCK 33, 227.39 FT. TO THE SOUTHWEST CORNER OF SAID LOT 5, THENCE N69°38'09" E ALONG THE SOUTH LINE OF SAID LOT 5, 120.00 FT. TO THE SOUTHEAST CORNER THEREOF, SAID CORNER LYING ON THE WEST RIGHT-OF-WAY LINE OF MARANS DRIVE; THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT-OF-WAY LINE, FOLLOWING THE ARC OF A 452.46 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S17°58'44"E, 36.00 FT. TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3, BLOCK 34, SAID CHENAL VALLEY; THENCE N74°15'35"E ALONG SAID WESTERLY EXTENSION, 162.00 FT. TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°44'21"W ALONG THE EAST LINE OF SAID LOT 3, 24.00 FT. TO THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 34; THENCE S88°34'24"E ALONG THE SOUTH LINE OF SAID LOT 6, 132.40 FT. TO THE SOUTHEAST CORNER THEREOF, SAID CORNER LYING ON THE WEST RIGHT-OF-WAY LINE OF IVIERS DRIVE; THENCE S01°25'33"W ALONG SAID WEST RIGHT-OF-WAY LINE, 39.75 FT. TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 23, BLOCK 26; THENCE S88°34'24"E ALONG SAID WESTERLY EXTENSION, 200.50 FT. TO THE POINT OF BEGINNING, CONTAINING 13.24 ACRES MORE OR LESS,

shown on the plat hereinafter mentioned, as Lots 24 and 25, Block 26, Lots 4-16, Block 31, Lots 8-13, Block 32, Lots 6-9, Block 33, and Lots 4 and 5, Block 34 (which property together with the property described in the Original Bill of Assurance and First Supplement thereto, is hereinafter referred to as the "Bayonne Place Neighborhood"); and Developer has caused to be incorporated Bayonne Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the Bayonne 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 Bayonne Place Neighborhood will be members of Bayonne 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 filed November 22, 1989, in the Office of the Circuit Clerk of Pulaski County, Arkansas, as Instrument No. 89-61706 (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 herein contained, in order to enhance the value of the Bayonne 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 _____, 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, 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 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 and occupy such easements, and to have free ingress 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 "Lots 24 and 25, Block 26, Lots 4-16, Block 31, Lots 8-13, Block 32, Lots 6-9, Block 33, and Lots 4 and 5, Block 34, Chenal Valley, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in the Bayonne 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 Bayonne Place Neighborhood and are subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions and that Original Bill of Assurance filed May 24, 1994 as Instrument No. 94-39014, and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof and Deltic Timber Purchasers executes this Second Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

EXECUTED this 18th day of November, 1997.

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 provided as established by the developer may exceed minimum regulations of the Little Rock subdivision and zoning ordinances.

Attest:

W. Bayless Rowe
W. Bayless Rowe, Secretary

December 16, 1997 Richard Wood
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 18th day of November, 1997.

Lana Cobb
Notary Public

My Commission Expires:
My Commission Expires March 1, 2002

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 18th day of November, 1997.

Lena Cobb
NOTARY PUBLIC

My commission expires:

My Commission Expires March 1, 2002

F-277

98 061437

THIRD SUPPLEMENT TO BILL OF ASSURANCE

This Third Supplement to Bill of Assurance executed this 29th day of July, 1998, 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 May 24, 1994, as Instrument No. 94-39014 (the "Original Bill of Assurance") creating the Bayonne Place Neighborhood, First Supplement to Bill of Assurance on February 9, 1996, as Instrument No. 96-11903, Second Supplement to Bill of Assurance dated December 16, 1997, as Instrument No. 97-083635 and Corrected Second Supplement to Bill of Assurance on January 15, 1998, as Instrument No. 98-003471;

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 Bayonne Place Neighborhood, which property is owned by the Developer and is described as follows:

PART OF THE N1/2 OF SECTION 23, T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE WESTERNMOST CORNER OF LOT 25, BLOCK 26, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S39°33'53"E ALONG THE WEST LINE OF SAID LOT 25, 263.68 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N82°06'45"W, 354.95 FT.; THENCE S79°13'33"W, 199.22 FT. TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BAYONNE DRIVE; THENCE N21°46'16"W ALONG SAID EAST RIGHT-OF-WAY LINE, 74.96 FT.; THENCE NORTHWESTERLY AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE ARC OF A 984.92 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N23°25'55"W, 57.09 FT.; THENCE NORTHEASTERLY AND CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE ARC OF A 25.00 FT. RADIUS CURVE TO THE RIGHT. A CHORD BEARING AND DISTANCE OF N17°31'58"E, 33.86 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF IVIERS DRIVE; THENCE N60°09'30"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 6.23 FT.; THENCE

FILED AND RECORDED
1998 AUG 10 P 4: 15
CAROLYN STALEY
CIRCUIT COUNTY CLERK



EASTERLY AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE BEING THE ARC OF A 125.77 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N77°56'35"E, 76.84 FT.; THENCE S84°16'20"E AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 210.66 FT.; THENCE NORTHEASTERLY AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, BEING THE ARC OF A 175.77 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N73°04'54"E, 135.36 FT. TO THE POINT OF BEGINNING, CONTAINING 1.702 ACRES MORE OR LESS.

shown on the plat hereinafter mentioned, as Lots 26 through 29, Block 26, (which property together with the property described in the Original Bill of Assurance, First Supplement and Second Supplement thereto, is hereinafter referred to as the "Bayonne Place Neighborhood"); and Developer has caused to be incorporated Bayonne Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the Bayonne 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 Bayonne Place Neighborhood will be members of Bayonne 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 filed November 22, 1989, in the Office of the Circuit Clerk of Pulaski County, Arkansas, as Instrument No. 89-61706 (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 herein contained, in order to enhance the value of the Bayonne 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 _____, 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, 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 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 and occupy such easements, and to have free ingress 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 "Lots 26 - 29, Block 26, Chenal Valley, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in the Bayonne 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 Bayonne Place Neighborhood and are subject to all of those certain terms, covenants and restrictions contained in the Covenants and Restrictions and that Original Bill of Assurance filed May 24, 1994 as Instrument No. 94-39014, and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof and Deltic Timber Purchasers executes this Third Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

EXECUTED this 29th day of July, 1998.

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.

August 10, 1998 Mark Hoover
City of Little Rock Planning Commission

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF Union

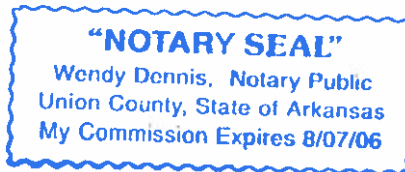
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ron L. Pearce and W. Bayless Rowe, to me well known, who stated that they were the President and Secretary, respectively, of DELTIC TIMBER CORPORATION and were 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 21th day of ~~January~~, 1998.
July

Wendy Dennis
Notary Public

My Commission Expires:

8/07/06



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 29th day of ~~January~~, 1998.
July

Wendy Dennis
NOTARY PUBLIC

My commission expires:
08/07/06

"NOTARY SEAL"
Wendy Dennis, Notary Public
Union County, State of Arkansas
My Commission Expires 8/07/06