

97 058215

E-998

BILL OF ASSURANCE

FILED AND RECORDED

1997 SEP -9 A 8:46

GAROLYN STALEY
CIRCUIT COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, DELTIC TIMBER CORPORATION, an Arkansas corporation (hereinafter called "Deltic"), is the owner of the following property:

A tract of land lying in the SW1/4 of the Section 15, T-2-N, R-14-W and containing part of Tracts 57, 58, 59, 60, 65, 66, 67, 68, 69, 70, 71, 72, 81, 82, 83, 86 and 87, Maumelle Orchard Addition, all in Pulaski County, Arkansas, more particularly described as:

Starting at the center of said Section 15; thence N01°17'52"W, 22.42 ft.; thence N79°05'24"W, 96.69 ft.; thence N78°51'03"W, 166.99 ft. to a point on the centerline of Chenal Parkway; thence S01°25'37"W along said centerline 10.38 ft; thence continuing along said centerline being the arc of a 1432.40 ft. radius curve to the left, having a chord bearing and distance of S02°00'08"E, 171.36 ft.; thence S05°25'53"E and continuing along said centerline 776.89 ft.; thence S84°34'07"W, 70.00 ft. to the west right-of-way line of Chenal Parkway and the point of beginning of the tract herein described; thence S59°30'41"W, 121.06 ft.; thence northwesterly along the arc of a 1220.00 ft. radius curve to the right, a chord bearing and distance of N83°25'58"W, 619.74 ft.; thence N68°43'08"W, 453.45 ft.; thence northwesterly along the arc of a 38.00 ft. radius curve to the right a chord bearing and distance of N42°48'38"W, 33.21 ft.; thence northwesterly along the arc of a 72.00 ft. radius curve to the left, a chord bearing and distance of N65°58'25"W, 108.80 ft.; thence southwesterly along the arc of a 38.00 ft. radius curve to the right, a chord bearing and distance of S84°20'17"W, 25.21 ft.; thence N76°17'41"W, 62.92 ft.; thence N68°43'08"W, 93.08 ft.; thence S21°16'52"W, 155.00 ft.; thence N68°43'08"W, 490.00 ft.; thence S57°23'03"W, 126.22 ft.; thence S15°24'21"W, 233.39 ft.; thence S61°24'39"E, 215.24 ft.; thence S11°31'31"E, 365.37 ft.; thence S69°11'23"E, 170.65 ft.; thence S40°42'29"E, 50.00 ft.; thence N47°03'33"E, 107.18 ft.; thence S45°02'47"E, 124.53 ft.; thence N49°17'31"E, 123.37 ft.; thence S40°42'29"E, 120.00 ft.; thence S24°27'54"E, 51.59 ft.; thence S40°42'29"E, 125.00 ft.; thence S48°40'40"W, 44.00 ft.; thence S41°44'34"E, 120.35 ft.; thence S48°15'26"W, 63.26 ft.; thence southeasterly along the arc of a 124.81 ft. radius curve to the left, a chord bearing and distance of S07°41'53"E, 206.84 ft.; thence S63°39'12"E, 71.93 ft.; thence southeasterly along the arc of a 178.37

ft. radius curve to the left, a chord bearing and distance of S76°16'39"E, 75.74 ft.; thence S01°05'54"W, 127.56 ft.; thence N76°54'15"E, 111.79 ft.; thence N51°26'37"E, 88.00 ft.; thence N77°21'13"E, 184.75 ft.; thence N37°29'49"E, 187.51 ft.; thence N36°43'28"E, 180.15 ft.; thence N35°47'27"E, 91.32 ft.; thence N26°02'41"E, 180.00 ft.; thence N51°57'31"W, 96.22 ft.; thence N63°57'19"W, 805.47 ft.; thence N21°16'52"E, 270.00 ft.; thence S68°43'08"E, 329.92 ft.; thence southeasterly along the arc of a 1280.00 ft. radius curve to the left, a chord bearing and distance of S83°26'35"E, 650.67 ft.; thence S76°51'26"E, 120.92 ft.; to a point on the west right-of-way line of Chenal Parkway; thence northwesterly along said west right-of-way line, being the arc of a 1215.91 ft. radius curve to the right, a chord bearing and distance of N08°47'42"W, 141.34 ft.; thence N05°16'25"W, and continuing along said west right-of-way line, 8.60 ft. to the point of beginning, containing 29.4808 acres more or less.

shown on the plat, hereinafter mentioned, as Lots 1-16, Block 48, Lots 90-98, Block 48, Lots 106-113, Block 48, Lots 135-157, Block 48, Lots 1, 2, 15, 16 and 17, Block 49, Lots 1-15, Block 50 and Tracts A, B, C, K, L and M, Block 48, Chenal Valley an Addition to the City of Little Rock, Arkansas, being a replat of part of Maumelle Orchard Addition, Little Rock, Arkansas (the "Duquesne Place Neighborhood"); and

WHEREAS, the Duquesne 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, and as amended (the "Covenants and Restrictions"); and

WHEREAS, Deltic has caused to be incorporated Duquesne Place Property Owners Association, Inc. for the purpose of administering the maintenance of the common area and amenities in the Duquesne 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 Duquesne Place Neighborhood will be members of Duquesne 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 Duquesne Place Neighborhood.

NOW THEREFORE, Deltic, for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value, has caused to be made a plat, showing a survey made by Paul M. White, Registered Land Surveyor dated 9-8-97, 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, K, L and M are hereby donated and dedicated by Deltic to the owners of lots within the Duquesne Place Neighborhood with the right to use these areas for utility, drainage, buffer, park and aesthetic purposes and the Duquesne 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 this area 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, K, L and M, other than improvements for those designated purposes, unless first approved by the appropriate agencies of the City of Little Rock, Duquesne 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 "Duquesne Place Neighborhood, Chenal Valley, an Addition to the City of Little Rock, Arkansas" and any and every deed of conveyance of any lot in the Duquesne 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 Duquesne Place Neighborhood. Additional lands of Deltic may become subject to this Bill of Assurance and added to Duquesne Place Neighborhood in the following manner: Deltic shall have the right but not the obligation to bring within the Duquesne Place Neighborhood additional properties, regardless of whether or not said properties are presently owned by Deltic, as future phases of the Duquesne Place Neighborhood, provided that such additions are in accord with the general plan of development for the Duquesne Place Neighborhood (the "Duquesne 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 Duquesne Place Neighborhood and is maintained in the office of Deltic and provided such proposed additions, if made, become subject to assessments of the Duquesne Place Property Owners Association, Inc. for their share of expenses. UNDER NO CIRCUMSTANCES shall this Bill of Assurance or any supplement or the Duquesne Place General Plan bind Deltic to make the proposed additions or to adhere to the Duquesne Place General Plan or any subsequent development plan shown on the Duquesne Place General Plan. Nor shall Deltic be precluded from conveying lands in the Duquesne 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 Duquesne 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 Duquesne 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. Notwithstanding the foregoing, where two adjacent lots are owned by the same owner and a single detached single family residence is constructed, or in the process of being constructed on a lot, the owner may construct on the adjacent lot a swimming pool, decks, tennis courts, gazebos, arbors associated with landscaping, or other improvements associated with landscaping, provided such improvements and their location on the lot have been approved by the Architectural Control Committee as provided in the Covenants and Restrictions. Where the owner of two adjacent lots desires to use them for a single residence site, the Architectural Control Committee may eliminate the building set back lines adjacent and parallel to the present dividing lines between such combined lots.

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

If in the opinion of Chenal Valley Property Owners Association, Inc. ("Chenal Valley"), Duquesne Place Property Owners Association has failed to maintain the Common Amenities to the standards established from time to time by Chenal Valley, Chenal Valley may provide written notice of the specific failure of maintenance, giving the Duquesne Place Property Owners Association ten days from its receipt of the written notice to perform the maintenance required by Chenal Valley. Should Duquesne Place Property Owners Association fail to correct the maintenance deficiencies then Chenal Valley, through its agents, representative or employees, shall have the right and power to perform the needed care and maintenance. The Duquesne Place Property Owners Association and the owners of lots in the Duquesne Place Neighborhood shall jointly and severally be liable for the cost of the work performed by Chenal Valley and shall promptly reimburse Chenal Valley for all Costs incurred. Chenal Valley may invoice the Duquesne Property Owners Association and/or the owners of the lots in the Duquesne Place Neighborhood for its costs incurred. If Chenal Valley has not been reimbursed its costs within thirty (30) days after invoicing, the costs incurred by Chenal Valley shall constitute a lien against each lot in the Duquesne Place Neighborhood. This lien shall have the same attributes as the liens for assessments set forth in Paragraph 6 hereof, and Chenal Valley shall have the identical powers and rights in all respects, including, but not limited to the right of foreclosure.

5. Delegation of Authority. Deltic has caused the formation of the Duquesne 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 Duquesne 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 Duquesne Place Property Owners Association, Inc. for the purpose of promoting the recreation, health, safety and welfare of the owners within the Duquesne Place Neighborhood, in particular for the acquisition, servicing, improvement and maintenance of common properties within the Duquesne Place Neighborhood and facilities which may be hereafter dedicated for use by Deltic or otherwise acquired by the Duquesne Place Property Owners Association, Inc. and such amounts shall be a charge on the land and a continuing lien upon the lot. Each such assessment, together with interest, cost of collection and reasonable attorney's fees, if any, shall also be the personal obligation of the owner of such lot at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessments or special assessments shall not pass to an owner's successor's in title unless expressly assumed by them.

7. Height and Type of Residence. The residences in Duquesne 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 Duquesne 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 minimum distance of 7.5 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.

exterior stairways, porte cocheres, storage areas and outbuildings, shall equal to or exceed that shown in the following schedule:

<u>Lot Number</u>	<u>One Story Minimum Sq. Ft.</u>	<u>One and One-Half or Two Stories Minimum Sq.Ft</u>
All Lots	1,600	2,000

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

Vinyl siding that meets the specifications established by the Architectural Control Committee may be used on the exterior of the residence. In the event vinyl siding is to be used on the exterior of the residence the foundation of the residence must be brick or stone veneer.

The minimum roof pitch for a one story or one and one-half story residence must be a minimum of 8 and 12. The minimum roof pitch for a two story residence must be 6 and 12.

10. Frontage of Residence on Streets. Any residence erected on any lot in the Duquesne 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 Duquesne 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,

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 Duquesne 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 Duquesne 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 28th day of August, 1997.

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

September 08, 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 being the President and Secretary, respectively, of DELTIC TIMBER CORPORATION and who had been designated by said DELTIC TIMBER CORPORATION to execute the above instrument, to me personally well known, who stated they were the President and Secretary of said DELTIC TIMBER CORPORATION and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said DELTIC TIMBER CORPORATION and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28th day of August, 1997.

Don 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 Bayless W. Rowe 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 28th day of August, 1997.

Lone Cobb
NOTARY PUBLIC

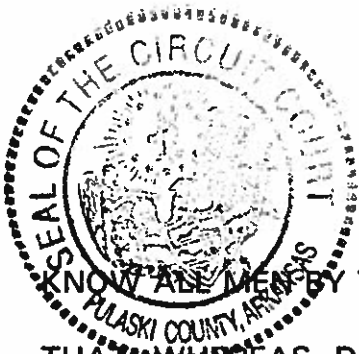
My commission expires:

My Commission Expires March 1, 2002

97 066722

**FIRST AMENDMENT TO
BILL OF ASSURANCE**

FILED AND RECORDED
1997 OCT 10 P 1:35
MW
CAROLYN STALEY
CLERK
PULASKI COUNTY, ARKANSAS



KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, DELTIC TIMBER CORPORATION, INC., an Arkansas corporation (hereinafter called "Deltic"), is the owner of more than seventy-five percent (75%) of the following property:

Lots 1-16, Block 48, Lots 90-98, Block 48, Lots 106-113, Block 48, Lots 135-157, Block 48, Lots 1, 2, 15, 16 and 17, Block 49, Lots 1-15, Block 50 and Tracts A, B, C, K, L and M, Block 48, Chenal Valley an Addition to the City of Little Rock, Arkansas, being a replat of part of Maumelle Orchard Addition, Little Rock, Arkansas (the "Duquesne Place Neighborhood"); and

WHEREAS, a clerical error was made in the Bill of Assurance filed and recorded with the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas on September 9, 1997, as Instrument No. 97-058215; and

WHEREAS, the undersigned, being the owner of more than seventy-five percent (75%) of the total area contained within the Duquesne Place Neighborhood consents and agrees to this Amendment.

The following amends and is hereby substituted for Paragraphs 8 and 9 of the Bill of Assurance (the "Bill of Assurance"), filed September 9, 1997 in the Office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, as Instrument No. 97-058215:

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, and 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 7.5 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 Duquesne 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 or exceed that shown in the following schedule:

<u>Lot Number</u>	<u>One Story Minimum Sq. Ft.</u>	<u>One and One-Half or Two Stories Minimum Sq.Ft</u>
All Lots	1,600	2,000

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

Vinyl siding that meets the specifications established by the Architectural Control Committee may be used on the exterior of the residence. In the event vinyl siding is to be used on the exterior of the residence the foundation of the residence must be brick or stone veneer.

The minimum roof pitch for a one story or one and one-half story residence must be a minimum of 8 and 12. The minimum roof pitch for a two story residence must be 6 and 12.

Except as amended herein the provisions of the Bill of Assurance filed and Recorded on September 9, 1997 as Instrument No. 97-058215 shall remain in full force and effect.

EXECUTED this 9th day of October, 1997.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of October, 1997.

Lana Cobb

Notary Public

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 Bayless W. Rowe 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 9th day of October, 1997.

Lena Cobb
NOTARY PUBLIC

My commission expires:

March 1, 2002

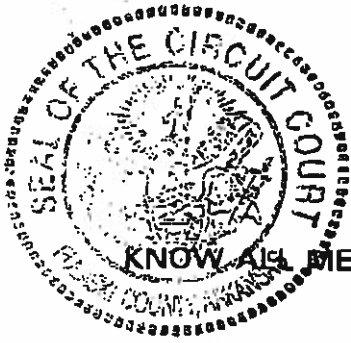
98 029150

FILED AND RECORDED

CORRECTED BILL OF ASSURANCE

1998 APR 28 A 11: 27

CAROLYN STALEY
CIRCUIT COUNTY CLERK



KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, DELTIC TIMBER CORPORATION, an Arkansas corporation (hereinafter called "Deltic"), did file of record on September 9, 1997, that certain Plat made by Paul M. White, Registered Land Surveyor, in the Office of the Circuit Clerk of Pulaski County, Arkansas, in Plat Book E at page 998, and that certain Bill of Assurance as Instrument No. 97-058215 (the "Bill of Assurance"), establishing Lots 1-16, Block 48, Lots 90-98, Block 48, Lots 106-113, Block 48, Lots 135-157, Block 48, Lots 1, 2, 15, 16 and 17, Block 49, Lots 1-15, Block 50 and Tracts A, B, C, K, L and M, Block 48, Chenal Valley an Addition to the City of Little Rock, Arkansas, being a replat of part of Maumelle Orchard Addition, Little Rock, Arkansas (the "Duquesne Place Neighborhood"); and

WHEREAS, this Corrected Bill of Assurance is filed for the purpose of correcting a clerical error contained in the Bill of Assurance.

WHEREAS, the undersigned deem it necessary to amend and correct the Bill of Assurance. The following amends and is hereby substituted for the last paragraph on page 3 of the Bill of Assurance:

The lands embraced in the Plat shall be forever known as Lots 1-16, Block 48, Lots 90-98, Block 48, Lots 106-113, Block 48, Lots 135-157, Block 48, Lots 1, 2, 15, 16 and 17, Block 49, Lots 1-15, Block 50 and Tracts A, B, C, K, L and M, Block 48, Chenal Valley an Addition to the City of Little Rock, Pulaski County, Arkansas; and any and every deed of conveyance of any lot in the Duquesne Place Neighborhood describing the same by the number shown on said plat shall always be deemed a sufficient description thereof.

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

EXECUTED this 15th day of April, 1998.

DELTIC TIMBER CORPORATION

By: Ron L Pearce
Ron L. Pearce, President

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of April, 1998.

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)
) ss.
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 Bayless W. Rowe 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 15th day of April, 1998.

Arena Cobb
NOTARY PUBLIC

My commission expires:

My Commission Expires March 1, 2002

F-302

98 066028

FILED AND RECORDED

SECOND SUPPLEMENT TO BILL OF ASSURANCE

1998 AUG 27 A 9:05

CAROLYN STALEY
CIRCUIT CLERK

This Second Supplement to Bill of Assurance executed August, 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 September 9, 1997, Instrument No. 97-058215 (the "Original Bill of Assurance") creating the Duquesne Place Neighborhood, First Amendment to Bill of Assurance on October 10, 1997, as Instrument No. 97-066722, and Corrected Bill of Assurance on April 22, 1998, as Instrument No. 98-029150;

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

A tract of land lying in the SW 1/4 of Section 15, T-2-N, R-14-W, all in Pulaski County, Arkansas more particularly described as:

Beginning at the southeast corner of Lot 16, Block 48, Chenal Valley, an Addition to the City of Little Rock, Arkansas; thence N26°02'41"E along the east line of said Lot 16, 130.00 ft. to the northeast corner thereof; thence N51°57'31"W along the north line of Tract C, said Block 48, 96.22 ft.; thence N61°25'51"E, 545.52 ft. to a point on the west right of way line of Chenal Parkway; thence southerly along said west right of way line, being the arc of a 1215.92 ft. radius curve to the left, a chord bearing and distance of S24°41'45"E, 278.67 ft.; thence N58°43'26"E and continuing along said west right of way line, 10.00 ft.; thence southeasterly and continuing along said west right of way line, being the arc of a 1205.92 ft. radius curve to the left, a chord bearing and distance of S36°20'44" E, 213.13 ft. to the northwest corner of the property of the Presbytery of Arkansas; thence S48°36'20"W along the west line of said Presbytery property, 334.94 ft.; thence S08°16'22"W and continuing along the west line of said Presbytery property, 276.83 ft.; thence S30°35'39"W, 84.73 ft.; thence N88°45'07"W, 118.03 ft.; thence S17°55'40"E, 121.89 ft.



thence S74°46'18"W, 221.62 ft.; thence northerly along the arc of a 311.48 ft. radius curve to the right a chord bearing and distance of N13°51'12"W, 45.46 ft.; thence S83°55'33"W, 150.33 ft. to the northeast corner of Tract 98, Maumelle Orchard Addition, an Addition to Pulaski County, Arkansas; thence N88°34'02"W along the north line of said Tract 98, 61.77 ft.; thence N24°29'20"W, 220.30 ft.; thence N39°51'40"W, 104.39 ft. to the southernmost corner of Lot 94, said Block 48, Chenal Valley; thence N37°29'49"E along the east line of Lots 94 and 93, said Block 48, 187.51 ft. to the southernmost corner of Lot 92, said Block 48; thence N36°43'28"E along the east line of Lots 92 and 91, said Block 48, 180.15 ft. to the southernmost corner of Lot 90, said Block 48; thence N35°47'27"E along the east line of Said Lot 90, 91.32 ft. to the northeast corner thereof; thence N26°02'41"E, 50.00 ft. to the point of beginning, containing 14.021 acres more or less,

shown on the plat hereinafter mentioned, as Tracts N and O, Block 48, Lots 17-33, Block 48 and Lots 80-89, Block 48, 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 "Duquesne Place Neighborhood"); and Developer has caused to be incorporated Duquesne Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the Duquesne 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 Duquesne Place Neighborhood are members of Duquesne Place Property Owners Association, Inc. 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 Duquesne Place Neighborhood.

Now, THEREFORE, Developer for and in consideration of the benefits to accrue to it, its successors and assigns, which benefits it acknowledges to be of value has caused to be made a plat showing a survey made by Paul M. White, Registered Land Surveyor, dated August 21st, 1998, 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, 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 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 N and O, Block 48, Lots 17-33, Block 48 and Lots 80-89, Block 48, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the Duquesne 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 Duquesne 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 9, 1997, as Instrument No. 97-058215, 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 18th day of August, 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 27, 1998 Monte Moore
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 August, 1998.

Lona Cobb

Notary Public

My Commission Expires:

My Commission Expires March 1, 2002

1

F

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 August, 1998.

Lena Cobb
NOTARY PUBLIC

My commission expires:

My Commission Expires March 1, 2002

99 12216

FILED AND RECORDED

THIRD SUPPLEMENT TO BILL OF ASSURANCE

199 FEB 11 A 9:33

CARLYN FEBRUARY
PULASKI COUNTY CLERK

This Third Supplement to Bill of Assurance executed this 8th day of February, 1999, is made by Deltic Timber Corporation (the "Developer" or the "Declarant") as hereinafter set forth:

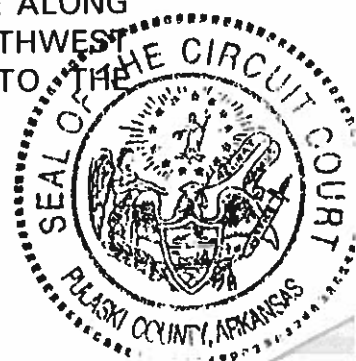
WHEREAS, Developer caused to be filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, that certain Bill of Assurance to Chenal Valley, an addition to the City of Little Rock, Arkansas, on September 9, 1997, Instrument No. 97-058215 (the "Original Bill of Assurance") creating the Duquesne Place Neighborhood, First Amendment to Bill of Assurance on October 10, 1997, as Instrument No. 97-066722, Corrected Bill of Assurance on April 22, 1998, as Instrument No. 98-029150 and Second Supplement to Bill of Assurance on August 27, 1998, as Instrument No. 98-066028.

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

A TRACT OF LAND LYING IN THE SW 1/4 OF SECTION 15, T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 135, BLOCK 48, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, ARKANSAS; THENCE S40°42'29"E, 50.00 FT. TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DUQUESNE DRIVE; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, BEING THE ARC OF A 1457.39 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF N47°03'33"E, 107.18 FT. TO THE NORTHWEST CORNER OF LOT 15, BLOCK 49, SAID CHENAL VALLEY; THENCE S45°02'47"E ALONG THE SOUTH LINE OF SAID LOT 15, 124.53 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE N49°17'31"E ALONG THE EAST LINE OF SAID LOT 15 AND EAST LINE OF LOT 16, SAID BLOCK 49, 123.37 FT. TO THE NORTHWEST CORNER OF LOT 2, SAID BLOCK 49; THENCE S40°42'29"E ALONG THE SOUTH LINE OF SAID LOT 2, 120.00 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S24°27'54"E, 51.59 FT. TO THE SOUTHWEST CORNER THEREOF;



NORTHWEST CORNER OF LOT 113, SAID BLOCK 48; THENCE S40°42'29"E ALONG THE SOUTH LINE OF SAID LOT 113, 125.00 FT. TO THE SOUTHEAST CORNER THEREOF AND THE WEST LINE OF LOT 106, SAID BLOCK 48; THENCE S48°40'40"W ALONG SAID WEST LINE, 44.00 FT. TO THE NORTHWEST CORNER OF SAID LOT 106; THENCE S41°44'34"E ALONG THE SOUTH LINE OF SAID LOT 106, 120.35 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S48°15'26"W ALONG THE WEST RIGHT-OF-WAY LINE OF TRELON CIRCLE, 63.26 FT.; THENCE SOUTHEASTERLY AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, BEING THE ARC OF A 124.81 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S07°41'53"E, 206.84 FT.; THENCE S63°39'12"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TRELON CIRCLE, 71.93 FT.; THENCE SOUTHEASTERLY AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, BEING THE ARCH OF A 178.27 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S76°16'39"E, 75.74 FT. TO THE NORTHWEST CORNER OF LOT 98, SAID BLOCK 48; THENCE S01°05'54"W ALONG THE WEST LINE OF SAID LOT 98, 127.56 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N76°54'15"E ALONG THE SOUTH LINE OF SAID LOT 98, 111.79 FT. TO THE SOUTHWEST CORNER OF LOT 97, SAID BLOCK 48; THENCE N51°26'37"E ALONG THE SOUTH LINE OF SAID LOT 97, 88.00 FT. TO THE SOUTHWEST CORNER OF LOT 96, SAID BLOCK 48; THENCE N77°21'13"E ALONG THE SOUTH LINE OF SAID LOT 96 AND THE SOUTH LINE OF LOT 95, SAID BLOCK 48, 184.75 FT. TO THE SOUTHWEST CORNER OF LOT 94, SAID BLOCK 48; THENCE S39°51'40"E ALONG THE SOUTH LINE OF TRACT O, SAID BLOCK 48, 104.39 FT. TO THE NORTHWEST CORNER OF LOT 83 SAID BLOCK 48; THENCE S24°29'20"E ALONG THE WEST LINE OF SAID LOT 83 AND WEST LINE OF LOT 82, SAID BLOCK 48, 220.30 FT. TO THE SOUTHWEST CORNER OF SAID LOT 82, SAID CORNER ALSO LYING ON THE NORTH LINE OF TRACT 98, MAUMELLE ORCHARD ADDITION; THENCE N88°34'02"W ALONG THE NORTH LINE OF SAID TRACT 98 AND THE WESTERLY EXTENSION OF SAID NORTH LINE, 895.36 FT.; THENCE N60°04'43"W, 326.17 FT.; THENCE N53°29'40"W, 440.41 FT.; THENCE N30°24'40"W, 160.02 FT; THENCE N12°38'44"E, 159.88 FT.; THENCE N49°17'31"E, 349.58 FT. TO THE SOUTHWEST CORNER OF TRACT K, SAID BLOCK 48; THENCE S69°11'23"E ALONG THE SOUTH LINE OF SAID TRACT K, 170.65 FT. TO THE POINT OF BEGINNING, CONTAINING 17.6972 ACRES MORE OR LESS.

shown on the plat hereinafter mentioned, as Lots 99-105, Block 48, Lots 114-134,

Block 48, Tracts I, P and R, Block 48 and Lots 3-14, Block 49, 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 "Duquesne Place Neighborhood"); and Developer has caused to be incorporated Duquesne Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the Duquesne 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 Duquesne Place Neighborhood are members of Duquesne Place Property Owners Association, Inc. 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 Duquesne 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 10, 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 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

Ovalid 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 99-105, Block 48, Lots 114-134, Block 48, Tracts I, P and R Block 48 and Lots 3-14, Block 49, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the Duquesne 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 Duquesne 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 9, 1997, as Instrument No. 97-058215, 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 8th day of February, 1999.

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 standard:
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.

February 10, 1999 Monte Moran
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 8th day of February, 1999.

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 8th day of February, 1999.

Sam Cobb
NOTARY PUBLIC

My commission expires:

My Commission Expires March 1, 2002

FOURTH SUPPLEMENT TO BILL OF ASSURANCE

F-487

This Fourth Supplement to Bill of Assurance executed this 18th day of March, 1999, is made by Deltic Timber Corporation (the "Developer" or the "Declarant") as hereinafter set forth:

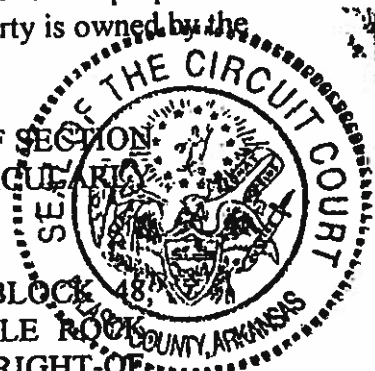
WHEREAS, Developer caused to be filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, that certain Bill of Assurance to Chenal Valley, an addition to the City of Little Rock, Arkansas, on September 9, 1997, Instrument No. 97-058215 (the "Original Bill of Assurance") creating the Duquesne Place Neighborhood, First Amendment to Bill of Assurance on October 10, 1997, as Instrument No. 97-066722, Corrected Bill of Assurance on April 22, 1998, as Instrument No. 98-029150, Second Supplement to Bill of Assurance on August 27, 1998, as Instrument No. 98-066028 and Third Supplement Bill of Assurance on February 11, 1999, as Instrument No. 99-12216.

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

PART OF THE S1/2 OF SECTION 15 AND PART OF THE N1/2 OF SECTION 22, T-2-N, R-14-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 80, BLOCK 48, CHENAL VALLEY, AN ADDITION TO THE CITY OF LITTLE ROCK, PULASKI COUNTY, ARKANSAS; THENCE SOUTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF BOURESSE DRIVE, BEING THE ARC OF A 311.48 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S13°51'12"E, 45.46 FT.; THENCE N74°46'18"E ALONG THE SOUTHWESTERLY PROJECTION OF THE SOUTH LINE OF LOT 33, SAID BLOCK 48, 221.62 FT. TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE N17°55'40"W ALONG THE EAST LINE OF SAID LOT 33 AND EAST LINE OF LOT 32, SAID BLOCK 48, 121.78 FT. TO A POINT ON THE SOUTH LINE OF LOT 30, SAID BLOCK 48; THENCE S88°45'07"E ALONG SAID SOUTH LINE, 118.03 FT. TO THE SOUTHERMOST CORNER OF TRACT N, SAID BLOCK 48; THENCE N30°35'39"E ALONG THE EAST LINE OF SAID TRACT N, 84.73 FT. TO THE SOUTHWEST CORNER OF THE PROPERTY OF THE PRESBYTERY OF ARKANSAS; THENCE S64°51'42"E ALONG THE SOUTH LINE OF SAID PRESBYTERY PROPERTY, 781.40 FT.; THENCE



S28°16'42"E 222.15 FT.; THENCE S12°27'25"W, 519.22 FT.; THENCE S33°35'36"W 164.47 FT.; THENCE S90°00'00"W, 177.00 FT.; THENCE N32°04'56"W, 158.15 FT.; THENCE N03°30'50"E, 228.43 FT.; THENCE N67°08'21"W 368.28 FT.; THENCE N76°08'10"W, 237.57 FT.; THENCE S07°56'36"W, 217.08 FT.; THENCE N88°45'17"W, 230.05 FT.; THENCE N41°15'23"W, 185.60 FT.; THENCE N01°25'58"E, 136.00 FT. TO A POINT ON THE SOUTH LINE OF TRACT 98, MAUMELLE ORCHARD ADDITION, PULASKI COUNTY, ARKANSAS; THENCE S88°34'02"E ALONG THE SOUTH LINE OF SAID TRACT 98, 80.00 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE N01°28'52"E ALONG THE EAST LINE OF SAID TRACT 98, 330.00 FT. TO THE NORTHEAST CORNER THEREOF, SAID CORNER ALSO LYING ON THE SOUTH LINE OF LOT 82, SAID BLOCK 48; THENCE N83°55'33"E ALONG THE SOUTH LINE OF SAID LOTS 82 AND 80, 150.33 FT. TO THE POINT OF BEGINNING, CONTAINING 20.17 ACRES MORE OR LESS.

shown on the plat hereinafter mentioned, as Lots 34-79, Block 48, and Tracts D, E, F, G, H, J and Q, Block 48, 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 "Duquesne Place Neighborhood"); and Developer has caused to be incorporated Duquesne Place Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in the Duquesne 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 Duquesne Place Neighborhood are members of Duquesne Place Property Owners Association, Inc. as provided for in the Original Bill of Assurance as amended, 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 Duquesne 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 March 23, 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").

There is shown on said Plat within the boundaries of Lots 64, 65, 66, 67 and 68, Block 48, Chenal Valley, an Addition to the City of Little Rock, Arkansas, Protected Natural Areas. No owners of any of the aforementioned Lots, their successors or assigns, may construct any improvements, structures, buildings, towers or walls within the Protected Natural Areas, cut any trees, plants or other natural vegetative growth within the Protected Natural Areas, or modify by grading or otherwise the existing contour of the Protected Natural Areas, without the prior written consent of the Duquesne Place Property Owners Association, Inc. This restrictive covenant shall run with the land and the Lots subject to the Protected Natural Areas shown on the Plat shall be held, owned and conveyed subject to and in conformity with this covenant.

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

The lands embraced in the plat shall be forever known as Lots 34-79, Block 48, and Tracts D, E, F, G, H, J and Q, Block 48, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance of any lot in the Duquesne 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 Duquesne 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 9, 1997, as Instrument No. 97-058215, and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof and Deltic Timber Purchasers, Inc. executes this Fourth Supplement to Bill of Assurance for the purpose set forth in paragraph 27 of the Original Bill of Assurance.

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.

March 25, 1997 *Mentel Moore*
City of Little Rock Planning Commission

EXECUTED this 18th day of March, 1999.

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 18th day of March, 1999.

John C. Cole
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 March, 1999.

Norm C. Hill
NOTARY PUBLIC

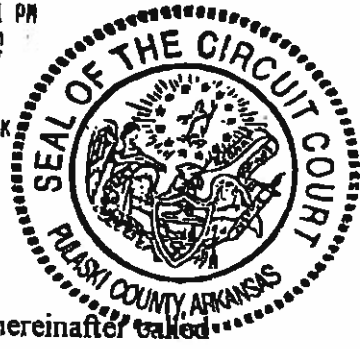
My commission expires:

My Commission Expires March 1, 2002

F-539

REPLAT AND FIFTH SUPPLEMENT
TO BILL OF ASSURANCE

990511-57
06/25/99 04:15:11 PM
Filed & Recorded in
Official Records of
CAROLYN STALEY
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees: \$36.00



KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, Deltic Timber Corporation, an Arkansas corporation (hereinafter called "Deltic"), is the owner of the following property:

Lot 38, Block 48, Chenal Valley, an Addition to the City of Little Rock, Arkansas (the Duquesne Place Neighborhood"), and

WHEREAS, it has been deemed necessary to replat Lot 38, and this Replat is executed for that purpose;

WHEREAS, the undersigned, being the owners of more than seventy-five percent (75%) of the total area contained within the Duquesne Place Neighborhood consent and agree to this replatting.

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 Replat, showing a survey made by Paul W. White, Registered Land Surveyor, dated June 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 replatted property (the "Replat").

The lands embraced in this Replat shall be forever known as Lot 38R, Block 48, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance describing same as shown on the Replat shall always be deemed a sufficient description thereof. This Replat and Supplement to Bill of Assurance amends the Bill of Assurance (the "Bill of Assurance") filed on September 9, 1997, in the Office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, as Instrument No. 97-058215. Except as specifically amended by this Replat and Fifth Supplement to Bill of Assurance, all terms and conditions of the Bill of Assurance, as amended, remain in full force and effect.

EXECUTED this 15th day of June, 1999.

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.

June 25, 1999 Marty Moore
City of Little Rock Planning Commission

DELTIC TIMBER CORPORATION

By: *Ron L Pearce*
Ron L. Pearce, President

Attest:

W. Bayless Rowe
W. Bayless Rowe, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

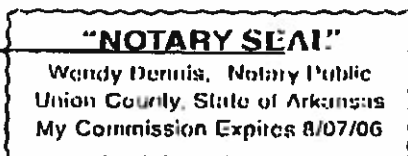
COUNTY OF Union

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of June, 1999.

Wendy Dennis
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 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 15th day of June, 1999.

Wendy Dennis
NOTARY PUBLIC

My commission expires:

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

ADDITIONAL OWNERS:

<u>Gini McMillen</u> 120 Tulon way	LOT # <u>5^{lot} 1 B48</u>
<u>Sharon G. Kern</u> 103 Tulon way	LOT # <u>12 B48</u>
<u>Mike Marshall</u> 201 Tulon circle	LOT # <u>14 B48</u>
<u>Doug Washington</u> 203 Tulon circle	LOT # <u>13 B48</u>
<u>Dave Jones</u> 206 Tulon cir	LOT # <u>107 B48</u>
<u>Ed Collins</u> 208 Tulon cir	LOT # <u>106 B48</u>
<u>Alexis Kide</u> 236 Tulon cir	LOT # <u>92 B48</u>
<u>[Signature]</u> 240 Tulon cir	LOT # <u>90 B48</u>
_____	LOT # _____
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ADDITIONAL OWNERS:

Bob Davis #2 Trelon Dr.

LOT # 3 B48

Melinda Mayo #4 Trelon Dr.

LOT # 4 B48

C.A. Cheney & Trehow Dr.

LOT # 6 B48

Sharon Rauls 10 Trelon Dr.

LOT # 7 B48

Lane Garner 20 Trelon Dr

LOT # 12 B48

Michael D. Barnes 65 Bourse

LOT # 18 B48

ANTHONY NATALI 237 TRELON Dr

LOT # 2 B48

FM Phillip: 19 Trelon Dr.

LOT # 15 B48

LOT # _____

LOT # _____

LOT # _____

LOT # _____

LOT # _____

LOT # _____

LOT # _____

LOT # _____

LOT # _____

LOT # _____

LOT # _____

LOT # _____

ADDITIONAL OWNERS:

Bob E. Sker
 Pat Corrigan
 Bob Sker
 Natalie Johnson
 Carol Skerban
 Bob Field
 Home Draper
 Bill N
 Ralph Anderson
 Jim Bee
 Ken Ly
 Lynn Sker
 Bill Sker
 Ann Sker
 Carolyn Bottom
 Bill
 Neil V. G.
 Anna Louise Phillips
 Connie Clark
 Tom Sker

142 LOT # ¹⁴² 113 Duquesne Cnt
 150 LOT # 116 Duquesne Ct. (150)
 148 LOT # 117 Duquesne Ct (148)
 152 LOT # 110 Duquesne Cnt (144)
 155 LOT # 104 Duquesne Ct.
 157 LOT # 100 Duquesne Ct
 101 LOT # 8 Duquesne Dr.
 137 LOT # 206 Duquesne Circle
 135 LOT # 18 Duquesne
 15 LOT # 17 Duquesne
 154 LOT # 106 Duquesne Ct.
 147 LOT # 115 Duquesne Ct
 35 LOT #
 149 LOT # 118 Duquesne Ct
 1 LOT # 3 Duquesne
 136 LOT # 203 Duquesne Circle
 138 LOT # 204 Duquesne Circle
 153 LOT # 108 Duquesne Ct
 91 LOT # 238 ~~113~~ Duquesne Ct.

ADDITIONAL OWNERS:

Mr. Smith
 " "
 " "

" "

" "

[Signature]
[Signature]

Melinda [Signature]

[Signature]

" "
 " "

" "

[Signature]

" "

" "

[Signature]

Jane Stoltz

[Signature]

Melissa Bay

LOT # 156 BLK 48

LOT # 60

LOT # 40

LOT # 47

LOT # 29

LOT # 31

LOT # 87

LOT # 81

LOT # 82

LOT # 84

LOT # 85

LOT # 12

LOT # 131

LOT # 10 DUGUESNE

LOT # [Signature]

LOT # 101 Trebon Way

LOT # 208 Trebon

LOT # 200 Trebon Cir.

LOT # _____

LOT # _____

4

4

3/

ADDITIONAL OWNERS:

~~W. Bell~~
 Kay Kille
~~John D. King~~
 William Lee
 Janice Fuchsig
 Amy
 Bonnie Leney
~~John C. King~~
~~John C. King~~
~~John C. King~~
 David D. King
 Carrie Palmer
 Stacy D. King

LOT # 8 T Drive
 LOT # 109 T Cir
 LOT # 12 T Cir
 LOT # 13 P. 1st St. W
 LOT # 11 T Cir
 LOT # 96 T Cir
 LOT # 5 T Cir
 LOT # 74 T Cir
 LOT # 93 T Cir
 LOT # 59
 LOT # 30
 LOT # 34 BIK 49
 LOT # 14 BIK 48
 LOT # 58 ROUTE 50
 LOT # _____
 LOT # _____
 LOT # _____
 LOT # _____
 LOT # _____
 LOT # _____

ADDITIONAL OWNERS:

	LOT #	
<u>Cassie Buda</u>	<u>4 (231)</u>	<u>LOT # 231 Trelon Dr.</u>
<u>Susan Shibeckau</u>	<u>95</u>	<u>LOT # 230 Trelon Dr.</u>
<u>Karla Swain</u>	<u>11</u>	<u>LOT # 18 Trelon Dr.</u>
<u>Michelle Spicer</u>	<u>9</u>	<u>LOT # 14 Trelon Dr.</u>
<u>Mary Stoltz</u>	<u>13</u>	<u>LOT # 22 Trelon Dr.</u>
<u>McLane</u>	<u>113</u>	<u>LOT # 105 Trelon Way</u>
<u> </u>		<u>LOT # _____</u>
<u> </u>		<u>LOT # _____</u>
<u> </u>		<u>LOT # _____</u>
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<u> </u>		<u>LOT # _____</u>
<u> </u>		<u>LOT # _____</u>

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared the above named individuals, to me well known to be the persons whose names appear in the foregoing instrument, and stated that they executed the same for the consideration, uses and purposes therein stated.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 26 day of June, 1999.

Cathy Crossno
NOTARY PUBLIC



2001055245
07/17/2001 03:21:17 PM
Filed & Recorded in
Official Records of
CAROLYN STALEY
PULASKI COUNTY
CIRCUIT/COUNTY CLERK
Fees \$26.00

G141

REPLAT AND SIXTH SUPPLEMENT
TO BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, Deltic Timber Corporation, an Arkansas corporation (hereinafter called "Deltic"), is the owner of the following property:

Lot 68, Block 48, Chenal Valley, an Addition to the City of Little Rock, Arkansas
(the Duquesne Place Neighborhood"), and

WHEREAS, it has been deemed necessary to replat Lot 68, and this Replat is executed for that purpose;

WHEREAS, the undersigned, being the owners and representatives of more than seventy-five percent (75%) of the total area contained within the Duquesne Place Neighborhood consent and agree to this replatting.

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 Replat, showing a survey made by Paul W. White, Registered Land Surveyor, dated June, 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 replatted property (the "Replat").

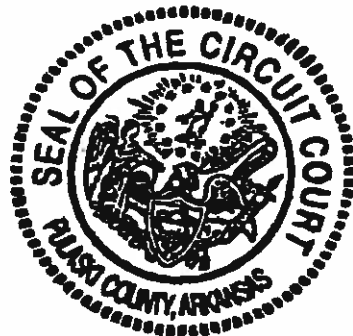
The lands embraced in this Replat shall be forever known as Lot 68R, Block 48, Chenal Valley, an Addition to the City of Little Rock, Arkansas, and any and every deed of conveyance describing same as shown on the Replat shall always be deemed a sufficient description thereof. This Replat and Supplement to Bill of Assurance amends the Bill of Assurance (the "Bill of Assurance") filed on September 9, 1997, in the Office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, as Instrument No. 97-058215, as amended. Except as specifically amended by this Replat and Sixth Supplement to Bill of Assurance, all terms and conditions of the Bill of Assurance, as amended, remain in full force and effect.

EXECUTED this 10th day of July, 2001.

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.

7/17/01 [Signature]
City of Little Rock Planning Commission

F:\HOMES\PATR\DEL TIC\Dup-Replat&6thSup-bos.wpd



DELTIC TIMBER CORPORATION

By: Ron L Pearce
Ron L. Pearce, President

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

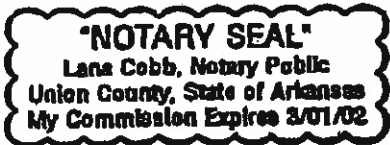
ACKNOWLEDGMENT

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of July, 2001.



Lana Cobb
NOTARY PUBLIC

My commission expires:

3/01/02

DELTIC TIMBER PURCHASERS, INC.

By: Ron L Pearce
Ron L. Pearce, President

Attest:

W. Bayless Rowe
W. Bayless Rowe, Secretary

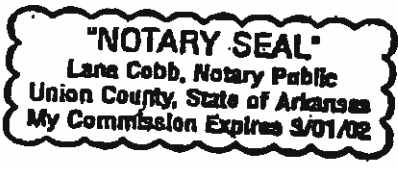
ACKNOWLEDGMENT

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 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 10th day of July, 2001.



Lane Cobb
NOTARY PUBLIC

My commission expires:
3/01/02

DUQUESNE PLACE PROPERTY OWNERS
ASSOCIATION, INC.

x By: Thomas M. Draper
President

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 THOMAS M. DRAPER being the President of DUQUESNE PLACE PROPERTY OWNERS ASSOCIATION, INC., to me personally well known, who stated he was the President of said DUQUESNE PLACE PROPERTY OWNERS ASSOCIATION, INC. and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said DUQUESNE PLACE PROPERTY OWNERS ASSOCIATION, INC. and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of July, 2001.

Don W. Lucy
NOTARY PUBLIC

My commission expires: -----

8/31/03

[Signature]

LOT # 67

LOT # _____

LOT # _____

LOT # _____

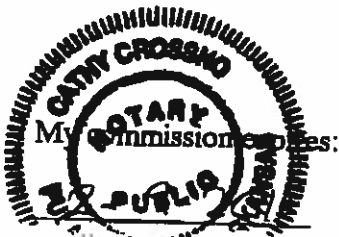
LOT # _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared the above named individuals, to me well known to be the persons whose names appear in the foregoing instrument, and stated that they executed the same for the consideration, uses and purposes therein stated.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 13th day of July 2001.



Cathy Crossno
NOTARY PUBLIC