commercial vehicles. The parkway located between the pavement and the Front Lot Line of each Lot shall not be used for the parking of commercial vehicles, boats, horse vans, mobile homes, trailers, nor any vehicle other than private passenger automobiles. The term "commercial vehicles" shall include all trucks and all automobiles, station wagons, and vehicular equipment which shall bear signs or have printed on the side of same, reference to any commercial undertaking or enterprise. (The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and violation of Article IV, Section 10, except that boats and horse vans may be stored at locations and in a manner acceptable to the Architectural Control Committee.)

G. No temporary buildings, quonset huts, trailers, tents, shacks, or privies shall be constructed, erected or parked upon any Lot. It is understood that the word "trailer" shall refer to a house or camping trailer which could be temporarily occupied for living purposes, and this restriction shall refer also to truck-mounted campers and travel buses, unless such trailer, erected camper, truck-mounted camper or travel bus is enclosed in a garage. Temporary Buildings, Improvements or Structures used during the construction of a Dwelling shall be on the same Lot as the Dwelling, and such Buildings, Improvements and Structures shall be removed upon completion of construction of the Dwelling.

H. No more than 2 horses may be kept on any one Homesite. All horses stabled, kept or brought into any area comprising Chenal Downs must be in full compliance with all federal, state and local statutes and regulations as to the health of the horse. Barns and stables, if constructed, must be of such material and design as are approved by the Architectural Control Committee. The cutting of trees or construction of corrals or pastures for horses must be approved by the Architectural Control Committee.

I. No garage, barn, stable, corral, pasture, building, Structure or other outbuilding approved by the Architectural Control Committee shall be constructed or erected upon said premises prior to construction and occupancy of the Dwelling.

J. No undomesticated animal nor any other animal having unusually vicious propensities shall be kept or maintained either inside or outside any Building, Structure, Improvement or Dwelling. No commercial breeding of any animal is allowed within Chenal Downs. No more than one kennel, for occupancy by no more than three dogs may be allowed on any one Lot in Chenal Downs.

K. No plants, seeds, or other materials which harbor or are a source of breeding infectious plant diseases or noxious insects shall be introduced or maintained.
L. No advertising sign, or billboard, including "For Rent" advertising signs, and no submerged, underground or visible oil or gas tank for fuel or other purpose, shall be erected or maintained on any Lot; except, however, a sign, not exceeding 12 square feet in area, may be erected during the construction of the house, displaying the name of the general contractor and/or architect, and "For Sale" signs not larger than 24 inches by 30 inches may be erected at any time.

M. No firearm shall be discharged within Chenal Downs.

N. No hunting shall be allowed within Chenal Downs.

O. No fishing in any lake existing within Chenal Downs shall be allowed other than pursuant to rules established by the Association.

P. No boats, canoes or any other means of transportation or recreation on water, motorized or non-motorized, shall be allowed on any lake within Chenal Downs except in compliance with rules established by the Association. No swimming or wading shall be allowed on any Lake within Chenal Downs except in compliance with rules established by the Association.

Q. No clearing or harvesting of trees may occur within the Property comprising Chenal Downs without approval of the Architectural Control Committee.

R. No animal waste, including horse manure, may be spread on any Lot, except for fertilization purposes.

S. No garbage, refuse, rubbish, tree limbs, pine straw, leaves or cuttings shall be deposited on any street, road, or Common Use Area, nor on any Lot unless placed in a container suitable for garbage pickup.

T. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved by the Architectural Control Committee. Construction shall be promptly commenced and diligently prosecuted.

U. No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road, bridal path, adjacent Lot, or Common Use Area.

V. Any exterior lighting must be approved by the Architectural Control Committee and installed in a manner that shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent Lot.
W. No immoral, improper, offensive or unlawful use shall be made of Chenal Downs or any part thereof, and all valid laws, zoning, by-laws and regulations of all governmental bodies having jurisdiction shall be observed.

X. No portion of a Lot (other than the entire Lot) may be rented, and no transient may be accommodated therein unless by consent of the Declarant.

Y. All areas designated Equestrian Easements shall be used solely for equestrian and pedestrian traffic and no motor vehicles of any type shall be allowed on the Equestrian Easements, except for maintenance and construction purposes being performed by the Association.

Z. No used or previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Lot or Common Use Area.

ARTICLE VIII

NAMEPLATES AND HOSPITALITY LIGHT STANDARDS.
TELEVISION OR RADIO ANTENNAE AND TOWERS.
LAUNDRY DRYING FACILITIES OR FLAG POLES

There shall be not more than one nameplate on each Lot. A nameplate shall not be more than 96 square inches in area, and contain the name of the occupant and/or address of the Dwelling. It may be located on the door of the Dwelling or the wall adjacent thereto, or upon the wall of an Accessory Building or Structure, or free-standing. Hospitality light standards, of a design approved by the Architectural Control Committee, may be located within the Lot. No laundry-drying equipment or facilities shall be erected or used outdoors, whether attached to a Building or Structure, or otherwise. Flag poles are permitted provided the pole is not more than 25 feet in height, unless otherwise approved by the Architectural Control Committee. No antenna or other high power electronic equipment shall be permitted without the prior written consent of the Architectural Control Committee. Satellite dishes pre-approved by the Architectural Control Committee may be permitted on a Lot at a location approved by the Architectural Control Committee.

ARTICLE IX

COMMON USE AREAS AND PATHS

1. COMMON USE AREAS AND PATHS. Any Common Use Area within Chenal Downs may be used by all residents of Chenal Downs and their guests for recreational purposes. There are reserved for the use of all Homesite owners within
Chenal Downs, their guest and invitees, and all members of the Equestrian Facilities, all bridal paths and private road easements. The Equestrian Facilities will establish rules and regulations for the membership in and use of the Equestrian Facilities. All Common Use Areas, bridal paths, streets, roads, easements, fences, street lights, gates and guard houses shall be maintained by the Association.

2. **EXTENT OF EASEMENTS.** The rights and easements created herein shall be subject to the following:

   (a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Use Areas and bridal paths;

   (b) The right of the Association to borrow money for the purpose of improving all or any part of the Common Use Areas and bridal paths, and to mortgage all or any part of the Common Use Areas;

   (c) The right of the association to take reasonably necessary steps to protect all or any part of the Common Use Areas and bridal paths, against foreclosure; and

   (d) The right of the association to suspend the easements of any Member of the Association during the time any assessment levied under Articles XI or XIV remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

**ARTICLE X**

**GRASSING**

1. **GRASSING.** After Lots have been sold by the Developer, the owners of Lots in Chenal Downs shall be responsible for the maintenance of the area located between their Lot Line and edges of street pavements which abut said Lots whether the streets are private or have been dedicated to the public. After construction of a Dwelling is completed on a Lot, the owner of such Lot shall grade the land between the edge of the driving pavement and the undisturbed ground on his property; maintain the ditch-line, if any, along the edge of said driving pavement, and shall seed, fertilize and cause grass to grow from said edge into his Lot, cover all disturbed soil left bare by construction of roads, and thereafter keep said grass mowed to a height not exceeding four (4) inches. In the event an owner is authorized by the Architectural Control Committee to clear a portion of his Homesite, he shall plant grass on the cleared area. Said owner shall maintain and keep his Homesite in good appearance by cutting all weeds and under brush and by cutting and maintaining all lawns to a height of not more than four (4) inches.
At any time and from time to time, the Association, or the Declarant may, at their option, enter the Homesite and plant grass or clear the weeds and underbrush and thereafter maintain the Homesite in good appearance. No such entry shall be deemed a trespass. If the Association or Declarant chooses to exercise this option, any planting, underbrush clearing or grass cutting by the Association or Declarant shall cause a lien to arise and be created in favor of the Association or Declarant against any such Homesite for the full amount expended or otherwise chargeable therefor, including the cost of supervision, contracting fees and office overhead. The full amount chargeable to such Homesite shall be due and payable within thirty (30) days after the owner has been billed therefor, and the lien shall be enforceable in the same manner as liens created pursuant to Article XIV hereof.

ARTICLE XI

MAINTENANCE

1. DUTY OF MAINTENANCE. Owners and occupants (including lessees of any part of the Property) shall jointly and severally have the duty and responsibility, at their sole cost and expense to keep that part of the Property so owned or occupied, including Dwellings, Structures, Buildings, Improvements and grounds in a well-maintained, safe, clean and attractive condition at all times. Maintenance includes, but is not limited to, the following:

(a) Prompt removal of all litter, trash, refuse, and waste;

(b) lawn mowing;

(c) tree and shrub pruning;

(d) watering;

(e) keeping exterior lighting and mechanical facilities in working order;

(f) keeping lawn and garden areas alive, free of weeds, and attractive;

(g) keeping parking areas, driveways, and roads in good repair;

(h) complying with all governmental health and police requirements;
(i) repainting of improvements;
(j) repair of exterior damages to improvements;
(k) repair of all damage to fences; and
(l) Prompt disposal of all animal waste, including, but not limited to, horse manure, in a manner that complies with all local, state and federal regulations.

2. **ENFORCEMENT.** If, in the opinion of the Association any Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may provide written notice of that failure, giving the Owner or occupant ten (10) days from receipt to perform the care and maintenance required. Should any person fail to fulfill this duty and responsibility within the ten-day period, then the Association through its authorized agent or agents shall have the right and power to enter onto the premises and perform needed care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which work is performed shall jointly and severally be liable for the cost of the work and shall promptly reimburse the Association for all costs. If the Association has not been reimbursed within thirty (30) days after invoicing, the indebtedness shall be a debt of all of the Owners and occupants jointly and severally, and shall constitute a lien against that portion of the Lot on which work was performed. This lien shall have the same attributes as the lien for assessments and special assessments set forth in Article XIV, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

**ARTICLE XIII**

**THE ASSOCIATION**

Every person, persons or entity who owns any Lot, including a builder or general contractor, shall be a Member of the Association, and shall abide by its Articles of Incorporation and Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Association shall be governed by its Articles of Incorporation and Bylaws.

**ARTICLE XIV**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS AND SPECIAL ASSESSMENTS.** Each Owner, other than Declarant, of any Lot by
7. **Dissolution.** The Association may be dissolved with consent given in writing and signed by not less than three-fourths of each class of Members as defined in the Bylaws of the Association. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be conveyed and granted and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to same or similar purposes.

**Deltic Timber Corporation**

Attest: 

W. Bayless Rowe, Secretary

By: Ron L. Pearce, 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 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, 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 ___ day of __________, 1998.

___________________________
Notary Public

My Commission Expires:
My Commission Expires March 1, 2002
CHENAL DOWNS (PHASE 1)


COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE S0°30’32”W ALONG THE EAST LINE OF SAID SECTION 3, 124.51 FT. TO THE CENTERLINE OF KANIS ROAD AND THE POINT OF BEGINNING; THENCE S0°30’32”W ALONG SAID EAST LINE AND THE WEST LINE OF IRON HORSE ESTATES, AN ADDITION TO PULASKI COUNTY, ARKANSAS 2569.26 FT. TO THE NORTHEAST CORNER OF SAID NE1/4 SE1/4 AND THE SOUTHWEST CORNER OF SAID IRON HORSE ESTATES; THENCE S0°20’50”W ALONG THE EAST LINE OF SAID NE1/4 SE1/4, 52.97 FT.; THENCE N88°46’01”W, 655.07 FT.; THENCE N0°12’45”E, 335.41 FT.; THENCE N14°42’48”W, 92.73 FT.; THENCE S88°46’40”W, 512.59 FT.; THENCE N45°07’20”W, 289.20 FT.; THENCE N32°29’27”W, 223.07 FT.; THENCE S87°55’54”W, 275.69 FT.; THENCE N65°27’44”W, 350.76 FT.; THENCE N65°55’04”W, 645.76 FT.; THENCE N21°46’22”E, 189.38 FT.; THENCE N87°06’05”W, 331.21 FT.; THENCE N23°36’59”E, 106.17 FT.; THENCE N42°04’42”W, 366.17 FT.; THENCE N84°05’00”W, 352.34 FT.; THENCE S83°37’12”W, 348.27 FT.; THENCE S31°29’47”W, 421.33 FT. TO A POINT ON THE SOUTH LINE OF THE NW1/4 NW1/4, SAID SECTION 3; THENCE N87°07’48”W ALONG THE SOUTH LINE OF SAID NW1/4 NW1/4, 868.92 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N0°20’32”E ALONG THE WEST LINE OF SAID NW1/4 NW1/4, 1363.09 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S87°26’11”E ALONG THE NORTH LINE OF SAID NW1/4 NW1/4, 756.62 FT. TO THE SOUTHWEST CORNER OF THE SE1/4 SW1/4, SAID SECTION 34; THENCE N0°20’00”E ALONG THE WEST LINE OF SAID SE1/4 SW1/4, 1285.84 FT. TO A POINT ON THE CENTERLINE OF SAID KANIS ROAD; THENCE EASTERLY ALONG SAID CENTERLINE OF KANIS ROAD; THE FOLLOWING: S49°31’51”E, 141.57 FT.; THENCE ALONG THE ARC OF A 721.78 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S62°30’25”E, 324.15 FT.; THENCE S75°28’59”E, 106.86 FT.; THENCE ALONG THE ARC OF A 6561.67 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S73°30’42”E, 451.49 FT.; THENCE S71°32’24”E, 150.09 FT.; THENCE ALONG THE ARC OF A 6561.67 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF S69°11’30”E, 537.71 FT.; THENCE S66°50’37”E, 96.27 FT.; THENCE ALONG THE ARC OF A 656.17 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S60°32’44”E, 143.96 FT.; THENCE S54°14’52”E, 1389.24 FT.; THENCE ALONG THE ARC OF A 918.63 FT. RADIUS CURVE TO THE LEFT, A CHORD BEARING AND DISTANCE OF S79°50’56”E, 793.90 FT.; THENCE N74°32’56”E, 520.48 FT. TO THE POINT OF BEGINNING, CONTAINING 238.08 ACRES MORE OR LESS.

LESS AND EXCEPT THE NORTH 30.0 FT. PARALLEL WITH KANIS ROAD FOR RIGHT-OF-WAY.
CORRECTED DECLARATION OF COVENANTS AND RESTRICTIONS

OF

CHENAL DOWNS

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Deltic Timber Corporation, a Delaware corporation (hereinafter called "Developer"), did file of record on May 8, 1998, 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 F, at page 199, and that certain Declaration of Covenants and Restrictions of Chenal Downs as Instrument No. 98-034755 (the "Covenants and Restrictions"), establishing Lots 1-41, 47-50 and Tracts A and B, Chenal Downs, Pulaski County, Arkansas; and

WHEREAS, this corrected Declaration of Covenants and Restrictions of Chenal Downs is filed for the purpose of correcting a clerical error contained in the description of the real property subject to the Covenants and Restrictions;

WHEREAS, the undersigned being the sole owner of the real property described in the Covenants and Restrictions deem it necessary to amend and correct the Covenants and Restrictions. The following amends and is hereby substituted for the legal description of the real property subject to the Covenants and Restrictions:

Developer is the owner of the real property described on Exhibit A to the Covenants and Restrictions, shown and described on the Plat as Lots 1-41, 47, 48, 50, and Tracts A and B, Chenal Downs, Pulaski County, Arkansas.

The lands embraced in the Plat shall be forever known as Lots 1-41, 47, 48, 50, and Tracts A and B, Chenal Downs, Pulaski County, Arkansas; and any and every deed of conveyance of any lot in Chenal Downs describing the same by the numbers shown on said Plat shall always be deemed a sufficient description thereof.

Except as specifically amended by this Corrected Declaration of Covenants and Restrictions of Chenal Downs, the provisions of the Covenant and Restrictions previously executed and recorded, shall remain in full force and effect.
EXECUTED this 4th day of June, 1998.

DELTIC TIMBER CORPORATION

Attest: 
W. Bayless Rowe, Secretary

By: 
Ron L. Pearce, President

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF Union

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for said county and state, appeared the within named Ron L. Pearce and W. Bayless Rowe 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, 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 4th day of June, 1998.

Lana Ott
Notary Public

My Commission Expires:

March 1, 2002
FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF CHENAL DOWNS

This First Supplement to the Declaration of Covenants and Restrictions of Chenal Downs executed this 22nd day of November, 2000, is made by Deltic Timber Corporation (the "Developer" or the "Declarant") as hereinafter set forth:

WHEREAS, Developer caused to be filed in the office of the Circuit Clerk and Ex-Officio Recorder of Pulaski County, Arkansas, that certain Declaration of Covenants and Restrictions of Chenal Downs, on May 8, 1998 as Instrument No. 98-034755 ("Declaration of Covenants and Restrictions") and, Corrected Declaration of Covenants and Restrictions of Chenal Downs on June 5, 1998 as Instrument No. 98-042814; creating Chenal Downs.

WHEREAS, Article II of the Declaration of Covenants and Restrictions specifically provides that the Developer has the right to bring within the plan and the Declaration of Covenants and Restrictions additional properties provided such properties are in accord with the general plan of development; and

WHEREAS, Developer files this First Supplement to the Declaration of Covenants and Restrictions for the purpose of adding additional property to Chenal Downs, which property is owned by the Developer and is described as follows:

PART OF SECTION 3, T-1-N, R-14-W, PULASKI COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, CHENAL DOWNS (PLAT BOOK F, PAGE 199), SAID CORNER LYING ON THE EAST LINE OF THE NE1/4 SE1/4, SAID SECTION 3; THENCE S02°07'50"W ALONG SAID EAST LINE 1260.27 FT. TO THE NORTHEAST CORNER OF THE SE1/4 SE1/4, SAID SECTION 3; THENCE S00°27'06"E ALONG THE EAST LINE OF SAID SE1/4 SE1/4, 1372.69 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE N87°04'10"W ALONG THE SOUTH LINE OF SAID SE1/4 SE1/4, 296.52 FT.; THENCE N40°57'39"W, 103.90 FT.; THENCE N06°30'10"E ALONG A FENCE, 113.02 FT.; THENCE N57°56'17"W ALONG SAID FENCE, 234.40 FT.; THENCE N54°18'11"W ALONG SAID FENCE, 64.09 FT.; THENCE N40°57'17"W, 799.79 FT. TO A FENCE LINE; THENCE ALONG SAID FENCE, THE FOLLOWING BEARINGS AND DISTANCES: N37°25'03"E, 18.60 FT.; N18°02'47"W, 16.92 FT.; N40°02'21"W, 157.48 FT.; N42°09'31"W, 189.15 FT.; N45°08'46"W, 111.80 FT.; N86°27'10"W, 197.86 FT.; N87°00'52"W, 231.98 FT.; N85°02'50"W, 87.38 FT.; AND N72°22'57"W, 569.17 FT. TO A POINT ON THE WEST LINE OF THE NW1/4 SE1/4, SAID SECTION 3; THENCE N02°27'17"E ALONG SAID WEST LINE, 1207.25 FT. TO THE SOUTHEAST CORNER OF THE SE1/4 NW1/4, SAID SECTION 3; THENCE N86°07'46"W ALONG THE SOUTH LINE OF SAID
SE1/4 NW1/4, 1233.55 FT TO THE SOUTHWEST CORNER THEREOF; THENCE N01°50'22"E ALONG THE WEST LINE OF SAID SE1/4 NW1/4, 1296.92 FT. TO THE NORTHWEST CORNER THEREOF; THENCE N87°07'48"W ALONG THE SOUTH LINE OF THE NW1/4 NW1/4, SAID SECTION 3, 364.36 FT. TO THE SOUTHEAST CORNER OF LOT 40, SAID CHENAL DOWNS; THENCE N31°29'47"E ALONG THE EAST LINE OF SAID LOT 40, 421.33 FT. TO THE NORTHEAST CORNER THEREOF; THENCE N83°07'12"E ALONG THE SOUTH LINE OF LOT 41, SAID CHENAL DOWNS, 348.27 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S84°05'00"E ALONG THE SOUTH LINE OF LOT 33, SAID CHENAL DOWNS, 352.34 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S42°04'42"E ALONG THE SOUTH LINE OF LOT 32, SAID CHENAL DOWNS, 366.17 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S23°36'59"W ALONG THE WEST LINE OF LOT 47, SAID CHENAL DOWNS, 106.17 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S67°06'05"E ALONG THE SOUTH LINE OF SAID LOT 47, 331.21 FT. TO THE NORTHWEST CORNER OF LOT 48, SAID CHENAL DOWNS; THENCE S21°46'22"W ALONG THE WEST LINE OF SAID LOT 48, 189.38 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S66°55'04"E ALONG THE SOUTH LINE OF SAID LOT 48, 645.76 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S65°27'44"E ALONG THE SOUTH LINE OF LOT 50, SAID CHENAL DOWNS, 350.76 FT.; THENCE N87°55'54"E AND CONTINUING ALONG SAID SOUTH LINE OF LOT 50, 275.69 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S32°29'27"E ALONG THE WEST LINE OF LOT 7, SAID CHENAL DOWNS, 223.07 FT.; THENCE S45°07'27"E AND CONTINUING ALONG SAID WEST LINE OF LOT 7, 289.20 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N88°46'40"E ALONG THE SOUTH LINE OF SAID LOT 7, 512.59 FT. TO THE SOUTHEAST CORNER THEREOF; THENCE S14°42'48"E ALONG THE WEST LINE OF LOT 6, SAID CHENAL DOWNS, 92.73 FT.; THENCE S02°12'45"W AND CONTINUING ALONG SAID WEST LINE OF LOT 6, 335.41 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S88°46'01"E ALONG THE SOUTH LINE OF SAID LOTS 6 AND 5, 655.07 FT. TO THE POINT OF BEGINNING, CONTAINING 173.77 ACRES MORE OR LESS,

and shown on the plat hereinafter mentioned, as Lots 42-46, 49 and 51-76, Chenal Downs, Phase II, Pulaski County, Arkansas (which property together with the property described in the Declaration of Covenants and Restrictions is hereinafter referred to as "Chenal Downs"); and Developer has previously caused to be incorporated Chenal Downs Property Owners Association, Inc., for the purpose of administering the maintenance of the common area and amenities in Chenal Downs;

WHEREAS, all owners of lots within Chenal Downs will be members of Chenal Downs Property Owners Association, Inc. as provided for herein, and
WHEREAS, it is deemed advisable that all of the property shown on the plat hereinafter mentioned be subdivided into building lots, common areas, lakes and streets as shown on the plat filed herein, and that said property be held, owned and conveyed subject to the protective covenants contained herein and in the Declaration of Covenants and Restrictions, in order to enhance the value of Chenal Downs.

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 _November 2000_, showing the boundaries and dimensions of the property now being subdivided into lots, common areas, lakes and streets (the "Plat").

Declarant hereby grants the easements described on the Plat hereto as utility easements to and for the use of public utilities, the same being without limiting the generality of the foregoing, electric power, gas, telephone, water and cable television with the right thereby granted to the persons, firms or corporations engaged in the supplying of such utilities to use and occupy such easements, and to have free ingress and egress therefrom for the installation, maintenance, repair and replacement of such utility services. No trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be grown, built or maintained within the area of such utility 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.

Declarant hereby grants perpetual easements described on the Plat as Access, Landscape and Drainage Easements to the Chenal Downs Property Owners Association, Inc. to construct, maintain, install and replace landscaping, streets, gatehouses, fences, drainage facilities, and related improvements upon the property upon which the easement is granted. No trees, shrubbery, incinerators, structures, buildings, fences or similar improvements shall be built or maintained by the Owner of any Lot within the area of such easements without prior written consent of the Chenal Downs Property Owners Association, Inc.

The Owner of a Lot is solely responsible for the existing drainage course across his Lot. The Chenal Downs Property Owners Association, Inc. is only responsible for maintenance and replacement of drainage equipment and facilities existing within the easement granted herein and described on the Plat and has no responsibility for the maintenance and repair of any drainage course or equipment located upon those areas of the Lot outside the easement.

Declarant hereby grants a perpetual easement to all Owners of Lots in Chenal Downs, the operator of any Equestrian Facilities within Chenal Downs, all occupants of Dwellings in Chenal Downs, and the Association, their heirs, successors and assigns, for thoroughfare on foot and saddle horses, over, upon and across those areas within Chenal Downs which are designated on the Plat as
bridle paths, and over, upon and across the bridle paths in any other portion of Chenal Downs which are from time to time subjected to the Declaration of Covenants and Restrictions. No motorized vehicles, of whatever kind, shall have access to the areas described in this paragraph.

Declarant hereby grants a perpetual Natural Wooded Buffer easement as described on the Plat to the Chenal Downs Property Owners Association, Inc. No owner of any Lot may construct any improvements within the Natural Wooded Buffer easement, cut any trees, plants or other natural vegetative growth within the Natural Wooded Buffer easement or modify by grading or otherwise the existing contour of the Natural Wooded Buffer easement without prior written consent of the Chenal Downs Property Owners Association, Inc.

Declarant grants to the owners of Lots 68, 69 and 70, their successors and assigns, cross driveway easements over that portion of Lots 68, 69 and 70 described on the Plat for the purpose of ingress, egress, passage and delivery of pedestrians and vehicles over and across such Lots. The Owners of Lots 68, 69 and 70 will be solely responsible for the maintenance and replacement of driveway improvements upon that portion of their Lot within the easement. This grant of easement shall run with the land and shall be binding on and shall inure to the owners of Lots 68, 69 and 70, their respective heirs, successors and assigns.

All roadways and streets shown on the Plat are Private Roadways and subject to the provisions contained in the Declaration of Covenants and Restrictions.

The filing of this First Supplement to the Declaration of Covenants and Restrictions of Chenal Downs 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 easements subject to the limitations herein set out.

The lands embraced in the plat shall be forever known as Lots 42-46, 49 and 51-76, Chenal Downs, Phase II, Pulaski County, Arkansas and any and every deed of conveyance of any lot in Chenal Downs 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 Chenal Downs and are subject to all of those certain terms, covenants and restrictions contained in the Declaration of Covenants and Restrictions of Chenal Downs filed on May 8, 1998 as Instrument No. 98-034755, and all supplements and amendments thereto, all of which are incorporated herein by reference and made a part hereof.
EXECUTED this 13th day of November, 2000.

DELTIC TIMBER CORPORATION

BY: [Signature]
Ron L. Pearce, President

Attest

[Signature]
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 13th day of November, 2000.

[Signature]
Notary Public

My Commission Expires:

"NOTARY SEAL"

Lena Cobb, Notary Public
Union County, State of Arkansas
My Commission Expires 3/01/02