

BILL OF ASSURANCE OF
FIANNA ESTATES, PHASE I, ADDITION
TO THE CITY OF FORT SMITH, ARKANSAS,
LOTS 1268 THROUGH 1342, 1384 THROUGH 1386,
AND 1454 THROUGH 1467, TRACTS 1 AND TRACT 2
FIANNA ESTATES PHASE I ADDITION TO THE CITY OF
FORT SMITH, ARKANSAS

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KNOW ALL MEN BY THESE PRESENTS:

That the following declarations as to limitations, restrictions and uses to which property known as Fianna Estates, Lots 1268 through 1342, 1384 through 1386, and 1454 through 1467, Tracts 1 and 2, an Addition to the City of Fort Smith, Arkansas, are to apply to those lots numbered as set forth on the plat of the property being filed contemporaneously with this Bill of Assurance, and to Tract 1 as herein provided.

Paragraph 20 applies to Tract 1 only and no other covenants, conditions and restrictions set forth herein shall apply to Tract 1.

This Bill of Assurance and the covenants, conditions and restrictions set forth herein shall not apply to Tract 2, which tract is reserved by the developer for further development at the discretion of the developer.

The undersigned, FIANNA HILLS DEVELOPMENT CORPORATION, an Arkansas corporation, hereinafter sometimes referred to as the "developer" or "owner", is the owner and developer of the property situated in the Fort Smith District of Sebastian County, Arkansas, and described above, said property being described in metes and bounds as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein;

said property to be hereinafter known as Fianna Estates Addition to the City of Fort Smith, Lots 1268 through 1342, 1384 through 1386, and 1454 through 1467.

The term "lot" as used herein shall not include the "tracts" shown on the plat.

The said FIANNA HILLS DEVELOPMENT CORPORATION, as owner and developer, does hereby make the following declarations as to limitations, restrictions and uses to which said property may be put, hereby specifying that said declaration shall constitute covenants running with the land for the period of time hereinafter set forth, as provided by law, and shall be binding upon all purchasers and owners of Lots 1268 through 1342, 1384 through 1386, and 1454 through 1467, and Tract 1, in Fianna Estates Addition to the City of Fort Smith, Arkansas, and upon such owners' heirs, personal representatives, successors and assigns, and all persons claiming under them; and that said declarations to the extent applicable are for the benefit of and are limitations upon all future owners of said lots in said addition; that this Bill of Assurance has been designated as such in order to provide for an orderly development of said addition and for the purpose of keeping said addition desirable, uniform and suitable for the architectural design and uses herein specified.

This Bill of Assurance shall be binding upon all lot owners and all persons claiming under them until January 1, 2007, at which time said covenants shall be automatically extended for an additional ten (10) years, unless by a vote of the majority of the then owners of all those lots and the tract subject to these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto or their assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said addition, or the developer, FIANNA HILLS DEVELOPMENT CORPORATION, its successors and assigns, to prosecute any proceedings at law or in equity against the parties or person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or recover damages or other dues for such violations. Any rights reserved hereunder to the developer may also be exercised by any other owner of the aforementioned lots situated in said addition, either singularly or collectively. Invalidation of any one of these covenants by a court order or otherwise shall in no way affect any of the other provisions which shall remain in full force and effect.

1. The undersigned does hereby dedicate for public use all of the streets as shown on the plat filed concurrently herewith as part of Fianna Estates Phase I and does hereby guarantee the title to all of the land covered by said streets. The developer further dedicates to the public, for public use forever, the easements and rights of way as designated on the plat of Fianna Estates Phase I Addition for the several purposes of constructing, maintaining, operating, repairing and replacing any and all public utilities including the storm and sanitary sewer, if any, telephone lines, electric power lines, transformers, gas lines, water lines and television cable lines, together with all fittings and equipment for each of such facilities and any other appurtenances thereto, with the right of ingress and egress upon said easements and rights of way for the uses and purposes aforesaid, together with similar rights on each and all of the streets shown on any such plat; provided, however, that the undersigned developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all the public streets, alleys and easements shown on said plat; and/or sewer services to the area included in said plat and to any other areas. Said utility easements are for the use and benefit of the developer and its designees as well as the public utilities, their designees, agents and employees. The rights and privileges and authority herein reserved includes the right to cut down and keep trimmed all trees, hedges and shrubs that may, in the judgment of the developer, its designees or of said public utilities, or its designees, interfere with or endanger such utilities. Nothing contained in this article shall be interpreted as requiring the developer to construct or maintain sewer lines on any portion of Fianna Estates Phase I Addition.

2. All supply of electric service shall be located underground in the easement ways reserved for general utility services, as shown on the plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement ways. Underground service cables to all houses which may be located on a lot may run from the nearest service pedestal or transformer to the point of use as determined by the

location and construction of such house upon said lot; provided, that upon the installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right of way easement on said lot, covering a five foot strip extended 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance of said house. The supplier of electric service, through its proper agents and employees, shall at all times have the right of access to all such easement ways shown on said plat, or provided for in this declaration for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it. This right shall apply to all suppliers of public utilities and quasi-public utilities, as for example, television cable companies. The owner of each lot shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric facilities. Repairs or costs of relocation required by the violation of this covenant shall be paid for by the owner of the lot. In connection with gas meters and gas lines to the structures to be built upon the lots covered by these restrictions, all yard lines will be plastic pipe of size and material approved by the gas company. An approved tracer wire will be installed in the trench with the plastic pipe and attached to the meter rise per the gas company's specifications. Meter set assemblies will be installed by a plumber and shall be installed within five feet of the front corner of the structure. No yard line will be installed under concrete or asphalt unless installed in a casing approved by the gas company. The casing will have to be sealed with jute or similar materials and properly vented at one end, at least six inches above the ground. The yard line and inlet meter riser will be tested at not less than 90 PSIG air or nitrogen for 24 hours, approval and acceptance of same to be by gas company personnel. Further, in connection with the gas line, the meter setting shall not be isolated from the front property line by a fence requiring entrance by a gate. Shrubbery will be limited so as not to interfere with the meter reading and normal maintenance of said meter.

3. In order to keep beautiful and pleasing the overall visual effect of the development, all plans and specifications must be submitted to an Architectural Coordination Committee for its approval prior to the start of construction.

For a period of three years following the recording of this Bill of Assurance, the developer will be entitled to appoint the members of the Architectural Coordination Committee. At the expiration of said three year period the majority of the Committee, which will be composed of five members, will be elected by all of the individual lot owners in Fianna Estates Phase I Addition although the developer will be entitled to appoint one member of said Committee. For the purpose of voting on the members of said Committee, each owner shall have one vote for each lot owned and the members of the Committee will be the developer's representative and the four persons amongst those nominated receiving the greatest number of votes. Any owner may nominate a person for membership on said Committee. The Architectural Coordination Committee for Fianna Estates Phase I may be the same Architectural Coordination Committee that oversees the development of the remainder of Fianna Hills Addition. Furthermore, in the event the lot owners in Fianna Estates Phase I fail to elect a separate committee at the end of the above referenced three year period, then the Architectural Coordination Committee for the remainder of the development shall be deemed to be the Architectural Coordination Committee for Fianna Estates Phase I until a new committee is elected by the lot owners in Fianna Estates Phase I to take their place.

Said committee will not have such wide discretion as to act arbitrarily or capriciously or unreasonably, but its actions will be limited to the approval or disapproval of plans, and the consideration of such other matters as may be directed to it for consideration pursuant to this Bill of Assurance. Plans submitted must meet the requirements of this Bill of Assurance and be in architectural conformity with the existing construction. If the plans submitted are in conformity with the architecture of the surrounding area and are in compliance with city zoning ordinances, subdivision regulations and the provisions of this Bill of Assurance the Architectural Coordination Committee must approve of such

plans. This provision which requires such approval shall apply to any instance in any and all paragraphs of this Bill of Assurance that requires submission of plans and specifications to the Architectural Coordination Committee for approval except as to paragraph 13 pertaining to modular homes. The Architectural Coordination Committee shall have the discretion to approve of modular home plans and specifications regardless of whether such plans and specifications are in architectural conformity with the surrounding area.

Architectural conformity shall include landscaping and other external appearances. The committee will adopt By-Laws explaining the mechanics of its operation and providing for a maximum time within which plans must be acted upon, and if not acted on in that time, the same will be considered as automatically approved. In order to preserve the natural beauty of the land, approval must be given by the committee before trees, five inches or more in diameter, and located outside the building line, are removed.

4. The lots in this addition shall be used for single family residences only except that duplexes will be permitted with the consent of the Architectural Coordination Committee.

5. All single family residences must have either a private garage or a carport for not less than two cars. Construction of all carports must be in keeping with the design of the remainder of the dwelling. Any detached structure to be built on a lot, such as a covered entertainment area, shall conform to the basic styling of the dwelling thereon, and the plans for such structures must be submitted to the Architectural Coordination Committee for approval. Carports will not be permitted unless they are placed where they will not be between the residence and any street adjoining the property or unless they are in keeping with the architectural design of the residence and are approved by the Architectural Coordination Committee.

6. No outbuilding or tent or shack or garage or barn or any vehicle capable of use as living quarters, either permanently or temporarily, may be erected on or moved on to any lot in the addition by the owner, except construction trailers during the period of construction. No structure of any temporary character may be permitted on any lot. No residence previously used shall be moved onto any lot in this addition.

7. No building or part thereof, except open porches and terraces, shall be constructed or maintained on any lot nearer to the front property line than the building line shown on any plat recorded in connection with this addition.

8. All exposed foundations shall be of brick or stone. No concrete block foundation will be exposed unless approved by the Architectural Coordination Committee. All fences must be of ornamental design unless there is an exception to this provision given by the Architectural Coordination Committee. Also, unless there is an exception given to this provision by the Architectural Coordination Committee, no fences consisting of wire or metal posts will be permitted. The design and construction of all swimming pools must be approved by the Architectural Coordination Committee.

9. No obnoxious or offensive trade or activity shall be carried on or upon any lot subject to these restrictions, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. No future mineral development of any kind shall be permitted affecting the surface of the lots covered by these restrictions. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale or rent, or signs used by a builder or agent to advertise the property during the construction and sale.

11. No lot owner shall be allowed to conduct any business or commercial enterprise upon his lot unless a home occupation request with the details of such business is submitted to the Architectural Coordination Committee. The person making application to the Architectural Coordination Committee for approval of such business enterprise must furnish proof and assurance that there will be no external appearances of any such business on the lot and there will be no significant increase in traffic to and from the lot. The Architectural Coordination Committee shall be required to reject the request for approval of such a "home

occupation" if these assurances are not furnished. The Architectural Coordination Committee shall employ the same guidelines and policies that are adopted and employed by the Planning Commission of the City of Fort Smith in ruling upon such "home occupation" requests.

12. No lot will be used for the storage of materials for a period greater than 30 days prior to the start of construction and thereupon construction for single family dwellings shall be completed within 12 months from the date construction begins. Construction of duplexes shall be completed within 14 months of the date construction begins. No lot shall be used or maintained as a dumping ground, and no trash, garbage or other waste shall be kept except in sanitary containers. All lots shall be maintained in a neat and orderly condition at all times.

13. Any assent, expressed or implied, by any party hereto to any breach of any covenant herein contained, shall operate as such only in the specific instance and will not be construed as an assent or waiver of any such covenant or agreement generally or any subsequent breach thereof.

14. There shall be no automobile repairs or parking of dead or junk automobiles, trucks or motorcycles as same are customarily defined on either the front, side or rear of any residential site, nor shall there be any repair work permitted on any said vehicles on any of the lots so that said vehicles under repair may be readily seen by occupants and owners of neighboring residences, except for those emergency repairs which would only occasionally be required as the result of unexpected malfunctions. It is the specific intention of this covenant to prohibit the practice of keeping and maintaining automobiles, trucks or motorcycles or any other vehicle which is constantly or periodically being repaired or modified and which is kept in plain view of other neighboring residences.

15. No modular homes or manufactured homes or previously constructed homes shall be placed on any of the lots without the approval of the Architectural Coordination Committee. Any individual lot owner desiring to erect or place such a structure on any of the lots has the burden of notifying the Architectural Coordination Committee of his desire to place such a structure on a lot and must submit in detail to the

Architectural Coordination Committee the plans for the said home. The Architectural Coordination Committee may approve of such plans and allow the construction of such a home if it determines that the home is in conformity with the architectural integrity and the aesthetic integrity of the surrounding neighborhood. No such manufactured home shall be approved by the Architectural Coordination Committee if it is not in architectural conformity with the surrounding neighborhood. The Architectural Coordination Committee, however, is not required to approve of such plans and specifications if they are in architectural conformity with the surrounding area.

16. No television satellite, dish or antenna shall be placed upon any lot subject to these covenants without the approval of the Architectural Coordination Committee. The plans, specifications and location site on the lot for such television satellite, dish or antenna must be submitted to the Architectural Coordination Committee in detail, and all such dishes must be adequately screened from the surrounding lots and from public highways before the Architectural Coordination Committee may consider the same. No such dish or antenna shall be approved by the Architectural Coordination Committee unless such screening is provided. It is not the intent of this paragraph to require that ordinary television antennas be submitted to the Architectural Coordination Committee, but only satellite receiving dishes and antennas.

17. The developer may at any time amend this Bill of Assurance in any way convenient or necessary to bring this Bill of Assurance into compliance with any state law or regulation pertaining to Bills of Assurance and Restrictive Covenants or property rights in general and in order to give full legal force and effect to the plan of development set forth herein. Furthermore, the developer may amend this Declaration in such manner if such amendment is necessary to establish the validity of this Bill of Assurance and the provisions set forth herein.

18. If any provision of this Bill of Assurance or any section, clause, phrase, word or the application thereof in any circumstances is held to be invalid, the validity of the remainder of this Bill of Assurance and of the application of the remaining provisions shall not be affected thereby.

19. This Bill of Assurance and covenants, conditions and restrictions set forth herein shall not apply to Tract 2 as shown on the plat which tract is hereby reserved by the developer for further development at the discretion of the developer. The developer reserves the right at anytime to resubdivide and/or replat all or any portion of Tract 2 of Fianna Estates Phase I Addition. The developer, therefore, reserves the right to change the dimension, configuration, location, number and designation of such tract and to relocate easements shown on the plat in order to conform with the resubdivision or replatting of such tract as shown thereon.

20. Tract 1 is owned by the Eastside Baptist Church of Fort Smith, Arkansas, and will be utilized by the Eastside Baptist Church, its successors or assigns, for such purposes as may be determined by it.

EXECUTED at Fort Smith, Arkansas this 11th day of July, 1986.

FIANNA HILLS DEVELOPMENT CORPORATION

By Norman J. Kelsoy
President

ATTEST:

Robert C. Ford
Secretary

BOARD OF TRUSTEES OF THE EASTSIDE BAPTIST CHURCH, Owner of Tract 1

R. M. [Signature]
[Signature]
[Signature]

ACKNOWLEDGMENT

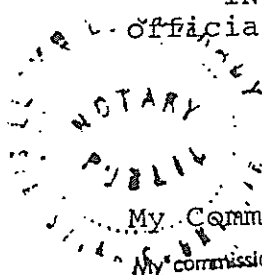
STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

On this 11th day of July, 1986, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named *Hermon J. Wilkey* and *Robert C. Bradford* to me personally well known, who stated that they were the President and Secretary of Fianna Hills Development Corporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said 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 official seal this 11th day of July, 1986.

Frank P. Conandy

Notary Public



My Commission Expires:
My commission expires July 22, 1989

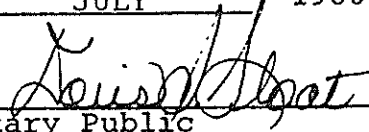
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

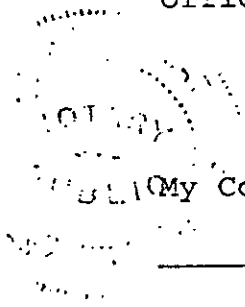
On this 10th day of JULY, 1986, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named R. M. Pritchett, Billy A. Scherer and James L. Langston, to me personally well known, who stated that they were the Board of Trustees of the Eastside Baptist Church, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and

behalf of said 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 official seal this 10th day of JULY 1986.



Notary Public



My Commission Expires:

May 20, 1992

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PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15; PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 7 NORTH, RANGE 32 WEST OF SEBASTIAN COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 88° 53' 12" W, 848.17 FEET; THENCE N 00° 41' 44" E, 445.25 FEET; THENCE N 80° 39' 19" W, 35.00 FEET; THENCE SOUTHWESTERLY 466.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 569.70 FEET AND A CENTRAL ANGLE OF 46° 52' 41"; THENCE S 52° 28' 00" W, 398.00 FEET THENCE SOUTHWESTERLY 554.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1220.37 FEET AND A CENTRAL ANGLE OF 26° 01' 00"; THENCE S 78° 29' 00" W, 412.00 FEET; THENCE SOUTHWESTERLY 275.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2101.24 FEET AND A CENTRAL ANGLE OF 07° 31' 00"; THENCE S 70° 58' 00" W, 400.00 FEET; THENCE WESTERLY 731.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 780.64 FEET AND A CENTRAL ANGLE OF 53° 42' 00"; THENCE N 55° 20' 00" W, 388.00 FEET; THENCE NORTHWESTERLY 215.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 368.09 FEET AND A CENTRAL ANGLE OF 33° 33' 00"; THENCE N 88° 53' 00" W, 147.92 FEET; THENCE WESTERLY 87.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 221.23 FEET AND A CENTRAL ANGLE OF 22° 00' 00"; THENCE S 69° 07' 00" W, 32.41 FEET; THENCE SOUTHWESTERLY 32.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 74° 39' 05" TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ARKANSAS STATE HIGHWAY NO. 253 (60 FT. R/W), SAID POINT BEING ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 97.93 FEET ALONG SAID RIGHT-OF-WAY AND ALONG THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS OF 182.79 FEET AND A CENTRAL ANGLE OF 30° 41' 50"; THENCE LEAVING SAID HIGHWAY RIGHT-OF-WAY, EASTERLY 32.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 74° 39' 05"; THENCE N 69° 07' 00" E, 32.41 FEET; THENCE EASTERLY 110.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 287.23 FEET AND A CENTRAL ANGLE OF 22° 00' 00"; THENCE S 88° 53' 00" E, 147.92 FEET; THENCE SOUTHEASTERLY 250.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 428.09 FEET AND A CENTRAL ANGLE OF 33° 33' 00"; THENCE S 55° 20' 00" E, 388.00 FEET; THENCE EASTERLY 675.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 720.64 FEET AND A CENTRAL ANGLE OF 53° 42' 00"; THENCE N 70° 58' 00" E, 400.00 FEET; THENCE NORTHEASTERLY 283.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2161.24 FEET AND A CENTRAL ANGLE OF 07° 31' 00"; THENCE N 78° 29' 00" E, 412.00 FEET; THENCE NORTHEASTERLY 526.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1160.37 FEET AND A CENTRAL ANGLE OF 26° 01' 00"; THENCE N 52° 28' 00" E, 393.00 FEET; THENCE EASTERLY 515.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 629.70 FEET AND A CENTRAL ANGLE OF 46° 52' 41"; THENCE S 80° 39' 19" E, 48.50 FEET; THENCE N 05° 16' 00" W, 336.31 FEET; THENCE S 88° 51' 00" E, 41.21 FEET; THENCE N 01° 09' 00" E, 75.00 FEET; THENCE S 64° 59' 46" E, 213.72 FEET; THENCE N 30° 41' 00" E, 417.70 FEET; THENCE

(CONTINUED)

N 88° 51' 00" W, 333.00 FEET; THENCE N 01° 09' 00" E, 13.00 FEET; THENCE
 N 88° 51' 00" W, 276.50 FEET; THENCE N 00° 23' 35" W, 129.91 FEET; THENCE
 SOUTHWESTERLY 46.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE
 HAVING A RADIUS OF 371.34 FEET AND A CENTRAL ANGLE OF 07° 13' 21"; THENCE
 N 07° 36' 56" W, 172.69 FEET; THENCE S 87° 41' 57" W, 428.97 FEET; THENCE
 N 58° 11' 52" W, 331.29 FEET; THENCE N 77° 41' 48" W, 543.00 FEET; THENCE
 N 52° 48' 00" W, 320.15 FEET; THENCE N 02° 05' 06" E, 242.43 FEET; THENCE
 S 86° 51' 00" E, 2474.19 FEET; THENCE S 00° 31' 46" W, 90.33 FEET; THENCE
 SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE
 HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00"; THENCE
 N 89° 28' 14" W, 25.00 FEET; THENCE SOUTHWESTERLY 151.22 FEET ALONG THE
 ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3022.99 FEET
 AND A CENTRAL ANGLE OF 02° 51' 58"; THENCE S 87° 39' 48" W, 50.00 FEET; THENCE
 SOUTHWESTERLY 145.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID
 CURVE HAVING A RADIUS OF 2389.16 FEET AND A CENTRAL ANGLE OF 03° 29' 12";
 THENCE N 88° 51' 00" W, 200.40 FEET; THENCE S 01° 09' 00" W, 486.50 FEET;
 THENCE S 88° 51' 00" E, 583.57 FEET; THENCE S 86° 11' 17" E, 60.00 FEET; THENCE
 N 03° 48' 43" E, 225.00 FEET; THENCE NORTHEASTERLY 201.66 FEET ALONG THE ARC
 OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3520.03 FEET AND A
 CENTRAL ANGLE OF 03° 16' 57"; THENCE N 00° 31' 46" E, 2.00 FEET; THENCE
 NORTHEASTERLY 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID
 CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00";
 THENCE S 89° 28' 14" E, 109.99 FEET; THENCE S 00° 31' 46" W, 275.00 FEET;
 THENCE S 89° 28' 14" E, 120.01 FEET; THENCE S 00° 31' 46" W, 25.00 FEET;
 THENCE S 89° 28' 14" E, 129.39 FEET; THENCE SOUTHEASTERLY 82.64 FEET ALONG
 THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 303.59
 FEET AND A CENTRAL ANGLE OF 15° 35' 45"; THENCE S 73° 52' 29" E, 85.00 FEET;
 THENCE SOUTHERLY 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID
 CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00";
 THENCE S 16° 07' 31" W, 3.85 FEET; THENCE SOUTHERLY 68.05 FEET ALONG THE
 ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 250.00 FEET
 AND A CENTRAL ANGLE OF 15° 35' 45"; THENCE S 00° 31' 46" W, 324.25 FEET;
 THENCE N 89° 28' 14" W, 463.17 FEET; THENCE S 02° 16' 15" W, 1253.21 FEET
 TO THE POINT OF BEGINNING, CONTAINING 68.121 ACRES MORE OR LESS.

CERTIFICATE OF RECORD

STATE OF ARKANSAS }
County of Sebastian }

ss. Fort Smith District

I, Peggy Watson, Clerk of the Circuit Court and Ex- Officio Recorder for the County aforesaid, do hereby certify
 that the annexed and foregoing instrument of writing was filed for record in my office on the 30th day
 of July, A. D. 1986 at 2:25 o'clock P. M., and the same is now duly recorded with
 acknowledgment and certificate thereon, Micro-Film Reel No. 481, Page 831.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal

this 30th day of July, A. D. 1986

By [Signature] Deputy Clerk

SUPPLEMENTAL BILL OF ASSURANCE
OF
FIANNA ESTATES, PHASE I, ADDITION TO THE
CITY OF FORT SMITH, ARKANSAS,
APPLYING TO FIANNA ESTATES, PHASE I REPLAT
BEING A REPLAT OF LOTS 1457 THROUGH 1460,
AND LOTS 1462 through 1466, OF
FIANNA ESTATES, PHASE I,
FORT SMITH, ARKANSAS

310 P 3:17
fen

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Fianna Hills Development Corporation, hereinafter referred to as the "Developer", previously platted Lots 1457 through 1460 and Lots 1462 through 1466 of Fianna Estates, Phase I, Addition to the City of Fort Smith, by virtue of the plat filed of record on the 30th day of July, 1986, in the Office of the Circuit Clerk and Ex Officio Recorder of Sebastian County, Arkansas; and

WHEREAS, contemporaneously with the execution and filing of said plat the Developer filed of record a Bill of Assurance of Fianna Estates, Phase I, Addition to the City of Fort Smith, Arkansas, which Bill of Assurance was filed of record on the 30th day of July, 1986, in Book 481, Page 831 of the Office of the Circuit Clerk and Ex Officio Recorder of Sebastian County, Arkansas; and

WHEREAS, it is the intention of the Developer to replat Lots 1457 through 1460 and Lots 1462 through 1466 of Fianna Estates, Phase I, and to renumber said Lots 1 through 34 of Fianna Estates, Phase I, Addition to the City of Fort Smith, the Developer being the owner of all the lots to be replatted; and

WHEREAS, it is the intent, therefore, that the following declarations as to limitations, restrictions and uses shall apply to those lots which were previously platted as Lots 1457 through 1460 and Lots 1462 through 1466 of Fianna Estates, Phase I, the property which previously constituted Lots 1457 through 1460 and Lots 1462 through 1466 of Fianna Estates, Phase I, to be now platted pursuant to the replat filed in the Office of the Circuit Clerk of Sebastian County, Arkansas on September 1, 1988 as Lots 1 through 34 of Fianna Estates, Phase I, Addition to the City of Fort Smith;

NOW, THEREFORE, the Developer does hereby establish the following covenants, conditions and restrictions which shall, in addition to the covenants, conditions and restrictions set forth in the Bill of Assurance of Fianna Estates, Phase

J, Addition to the City of Fort Smith filed on the 30th day of July, 1986, in Book 481, Page 831 of the Office of the Circuit Clerk and Ex Officio Recorder of Sebastian County, Arkansas, apply to and bind the property described herein and which shall constitute covenants running with the land which shall be binding upon and shall inure to the benefit of all persons who shall own or have any ownership interest in Lots 1 through 34 of Fianna Estates, Phase I, as follows:

1. All those lots previously platted by virtue of the plat filed of record on the 30th day of July, 1986, in the Office of the Circuit Clerk and Ex Officio Recorder of Sebastian County, Arkansas, as Lots 1457 through 1460, and Lots 1462 through 1466, shall be deleted from the plat of Fianna Estates, Phase I, and Lots 1 through 34 as shown on the Fianna Estates, Phase I, Replat filed of record on the 1st day of September, 1988 are hereby platted of record in place thereof, pursuant to the aforementioned Fianna Estates, Phase I, Replat.

2. All those covenants set forth in the original Bill of Assurance of Fianna Estates, Phase I, Addition to the City of Fort Smith, Arkansas, filed of record on the 30th day of July, 1986, in Book 481, Page 831 of the Office of the Circuit Clerk and Ex Officio Recorder of Sebastian County, Arkansas, shall continue to apply to Lots 1 through 34 of Fianna Estates, Phase I, Replat, and shall remain enforceable in accordance with the terms thereof.

3. In addition, all living units constructed on Lots 1 through 34 of Fianna Estates, Phase I, Replat, shall have a heated and cooled living area of a minimum of 2,100 square feet.

4. The Developer may at any time amend this Supplemental Bill of Assurance in anyway necessary or convenient to correct ambiguities or errors in the preparation thereof and to bring this Supplemental Bill of Assurance into compliance with any state law or regulation pertaining to restrictive covenants or property rights in general and in order to give full legal force and effect to the plan of development set forth herein. Furthermore, the Developer may amend this Supplemental Bill of Assurance if such amendment is necessary to establish the validity and enforceability of or this Supplemental Bill of Assurance.

5. The Developer reserves the right to resubdivide and/or replat all or any portion of Lots 1 through 34 of Fianna Estates, Phase I, Replat, provided that such resubdivided and replatted lots are still owned by the Developer. Therefore, the Developer reserves the right to change the dimension, configuration, location, number and designation of such lots

and to relocate easements as shown on the plat in order to conform with the resubdivision or replatting of such lots.

6. Lot 1461 of Fianna Estates, Phase I, Addition to the City of Fort Smith shall remain numbered as Lot 1461, and is not replatted by the aforementioned replat.

7. If any provision of this Supplemental Bill of Assurance or any section, clause, phrase, word or the application thereof in any circumstances is held to be invalid, the validity of the remainder of this Supplemental Bill of Assurance and of the application of the remaining provisions shall not be affected thereby.

DATED this 10th day of November, 1988.

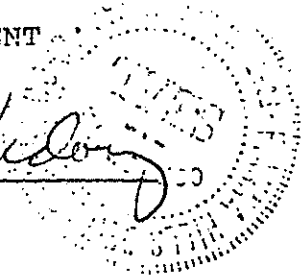
FIANNA HILLS DEVELOPMENT CORPORATION

ATTEST:

Robert C Bradford
Secretary

By

Ronald H Udoy
Vice-President



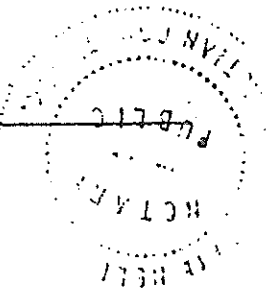
ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

On this 10th day of November, 1988, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Ronald H. Udoy and Robert C. Bradford, to me personally well known, who stated that they were the Vice-President and Secretary of Fianna Hills Development Corporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said 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 official seal this 10th day of November, 1988.

Laura Nell Baker
Notary Public

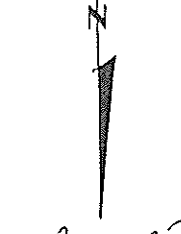
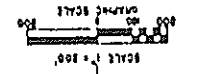


My Commission Expires:
9/8/89

FIANNA ESTATES I

DEVELOPERS:
 FIANNA HILLS DEVELOPMENT CORP.
 8901 BRUNY LIND ROAD
 FORT SMITH, ARKANSAS

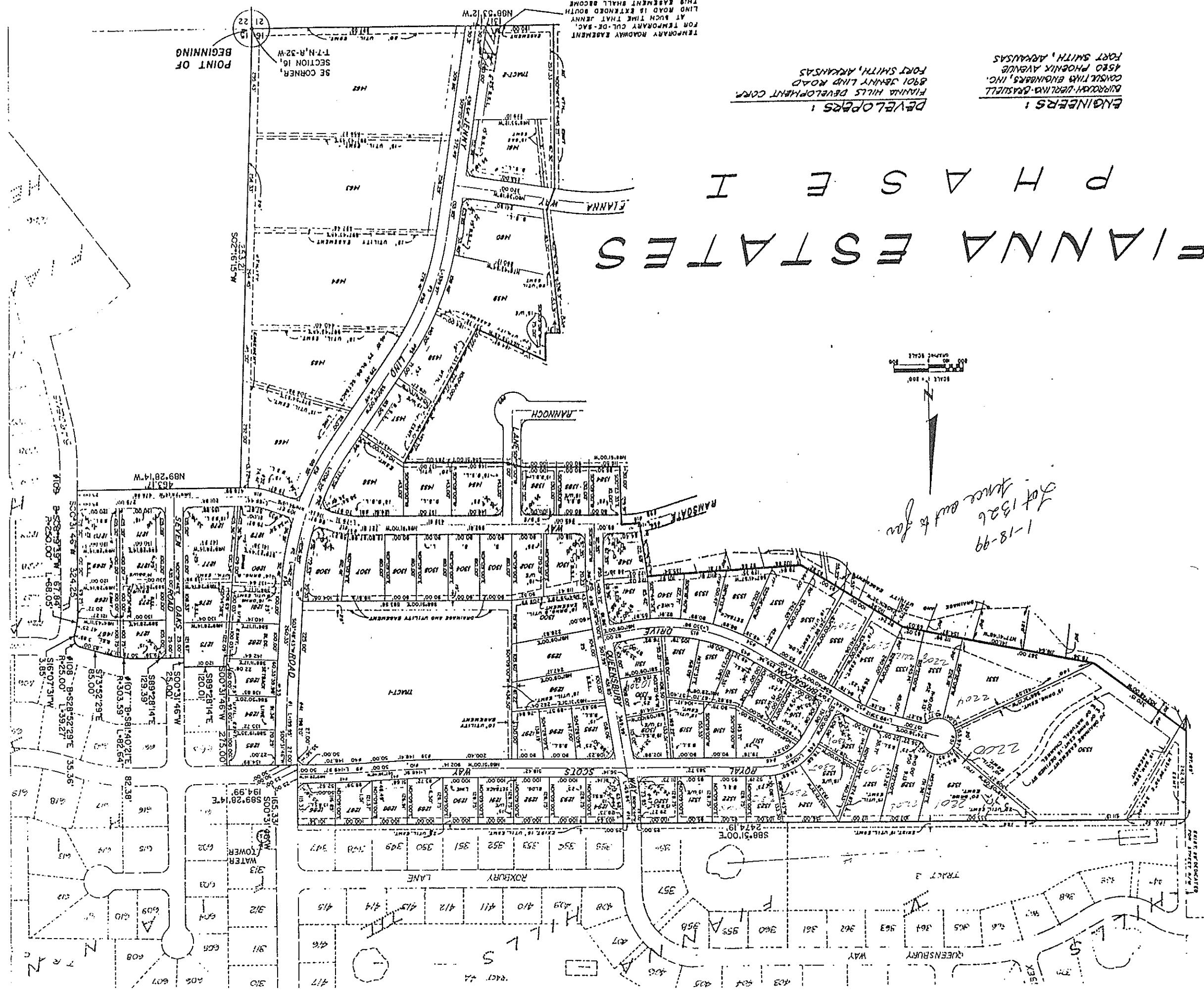
ENGINEERS:
 DIRKRUH UERLING-DRASTILL
 CONSULTING ENGINEERS, INC.
 4580 PHOENIX AVENUE
 FORT SMITH, ARKANSAS



*1-18-99
 Lot 1326
 Area out to you*

FOR TEMPORARY ROADWAY EASEMENT
 TEMPORARY CUL-DE-SAC
 AT SUCH TIME THAT JENNY
 LIND ROAD IS EXTENDED SOUTH
 THIS EASEMENT SHALL BECOME
 VOID.

POINT OF
 BEGINNING



ENGINEERS:
 FIANNA HILLS DEVELOPMENT CORP.
 5101 PINE STREET
 FORT SMITH, ARKANSAS

LEVELS:
 FIANNA HILLS DEVELOPMENT CORP.
 5101 PINE STREET
 FORT SMITH, ARKANSAS

Notary Public
 My Commission Expires 12/18/87
 Sworn and subscribed before me this day of December, 1988

STATE OF ARKANSAS
 COUNTY OF SEBASTIAN



CORRECTED PLAT
 FIANNA ESTATES, PHASE I REPLAT
 BEING A REPLAT OF LOTS 1457 THRU 1460
 AND LOTS 1462 THRU 1466
 AN ADDITION TO THE CITY OF
 FORT SMITH, SEBASTIAN COUNTY, ARKANSAS
 SCALE: 1"=100'
 DATE: DEC. 28, 1988

NOTE: THIS PLAT IS FILED FOR THE PURPOSE OF
 CORRECTING THE EAST BOUNDARY LINE
 AND THE ASSOCIATED DIMENSIONS ON LOTS 6, 20,
 21, 22, 23 & 24.

BEING PART OF THE SOUTHWEST 1/4 OF SECTION 16, T-14N, R-32W, SEBASTIAN COUNTY, ARKANSAS, AND BEING LOTS 1457, 1458, 1459, 1460, 1462, 1463, 1464, 1465 & 1466 OF FIANNA ESTATES, PHASE I, AN ADDITION TO THE CITY OF FORT SMITH, ARKANSAS, AS FILED FOR RECORD ON JULY 30, 1966 AT 2:06 P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

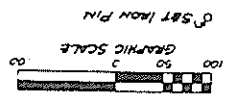
LEGAL DESCRIPTION

NOTES:
 ALL LOT MEASUREMENTS ON CURVES ARE CHORD LENGTHS.
 ALL PROPERTY LINE RETURNS ARE 25' RADII.
 STREET RIGHTS-OF-WAY AND EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC.
 THE MINIMUM FINISHED FLOOR ELEVATIONS INDICATED ON LOTS 1, 2, 3, 4, 5 & 6 ARE THE LOWEST PRACTICAL ELEVATIONS THAT WILL ACCORD WITH THE RESPECTIVE SANITARY SERVICES TO BE PROVIDED BY THE CITY OF FORT SMITH, ARKANSAS. THESE ELEVATIONS WERE DETERMINED BY CONSULTING WITH THE CITY ENGINEER AND HIS FLOOR PLAN ENGINEER, AND THESE ELEVATIONS MAY BE FINISHED AT A HIGHER ELEVATION THAN INDICATED, HOWEVER, A COMPLETELY PRIVATELY OWNED SEWER PUMPING SYSTEM MAY BE REQUIRED FOR EACH INDIVIDUAL LOT.

CURVE DATA CHART

CHORD BEARING/DEPARTURE	CHORD LENGTH	BEARING	DEPARTURE	CHORD BEARING/DEPARTURE	CHORD LENGTH	BEARING	DEPARTURE
1-2	11.00	S 89° 58' 12" E	10.99	2-3	11.00	S 89° 58' 12" E	10.99
3-4	11.00	S 89° 58' 12" E	10.99	4-5	11.00	S 89° 58' 12" E	10.99
5-6	11.00	S 89° 58' 12" E	10.99	6-7	11.00	S 89° 58' 12" E	10.99
7-8	11.00	S 89° 58' 12" E	10.99	8-9	11.00	S 89° 58' 12" E	10.99
9-10	11.00	S 89° 58' 12" E	10.99	10-11	11.00	S 89° 58' 12" E	10.99
11-12	11.00	S 89° 58' 12" E	10.99	12-13	11.00	S 89° 58' 12" E	10.99
13-14	11.00	S 89° 58' 12" E	10.99	14-15	11.00	S 89° 58' 12" E	10.99
15-16	11.00	S 89° 58' 12" E	10.99	16-17	11.00	S 89° 58' 12" E	10.99
17-18	11.00	S 89° 58' 12" E	10.99	18-19	11.00	S 89° 58' 12" E	10.99
19-20	11.00	S 89° 58' 12" E	10.99	20-21	11.00	S 89° 58' 12" E	10.99
21-22	11.00	S 89° 58' 12" E	10.99	22-23	11.00	S 89° 58' 12" E	10.99
23-24	11.00	S 89° 58' 12" E	10.99	24-25	11.00	S 89° 58' 12" E	10.99
25-26	11.00	S 89° 58' 12" E	10.99	26-27	11.00	S 89° 58' 12" E	10.99
27-28	11.00	S 89° 58' 12" E	10.99	28-29	11.00	S 89° 58' 12" E	10.99
29-30	11.00	S 89° 58' 12" E	10.99	30-31	11.00	S 89° 58' 12" E	10.99
31-32	11.00	S 89° 58' 12" E	10.99				

BASIS FOR BEARINGS:
 BEARINGS CALLS FROM ADJOINING
 PLATTED SUBDIVISION.



THE RIGHT-OF-WAY AS SHOWN ON THIS PLAT IS HEREBY DEDICATED TO THE PUBLIC FOR PUBLIC USE. THE EASEMENTS AS SHOWN ON THIS PLAT ARE HEREBY PROVIDED BY THE PROPERTY OWNER FOR PUBLIC UTILITIES, TRANSPORTATION, UTILITIES, CABLE TV, PAYPHONE, ACCESS AND OTHER PURPOSES. THE DESIGNATION, TITLING EASEMENT, SHALL INCLUDE PUBLIC UTILITIES, FRANCHISE UTILITIES AND CABLE TV. THE RESPECTIVE OFFICIAL COMPANIES AND CABLE TV SHALL HAVE ACCESS THROUGH AND ALONG THEIR DESIGNATED EASEMENTS FOR THEIR PERSONNEL AND EQUIPMENT ALL TIMES. THE AUTHORITY TO CUT DOWN AND KEEP TRIMMED TREES, HEDGES, SHRUBS THAT MAY INTERFERE WITH OR ENHANCE SUCH UTILITIES AND CABLE TV IS HEREBY GRANTED BY THE PROPERTY OWNER. THE FENCE STRUCTURE TO BE INSTALLED ALONG THE REAR OF THE PROPERTY SHALL BE LOCATED SO THAT NO PORTION OF THE FENCE EXTENDS ACROSS, INTO, OR OTHERWISE ENCOACHES INTO ANY DEDICATED EASEMENT OR RIGHT-OF-WAY. THE FENCE STRUCTURE ALONG SIDE LOT LINES MAY ENCOACH, CROSS AND/OR ENCLOSE THE SIDE EASEMENT.

PLANNING COMMISSION APPROVAL:
 Secretary: [Signature]
 ALLOTTEE: FIANNA HILLS DEVELOPMENT CORP.
 By: [Signature]
 FILED FOR RECORD THIS 6th day of December, 1988.
 B. J. [Signature] Recorder

FILE PLAT - CORRECTED
 REPLAT OF LOTS 1457, 1458, 1459, 1460, 1462, 1463, 1464, 1465 & 1466 OF
 FIANNA ESTATES, PHASE I
 FORT SMITH, ARKANSAS
 LUTHERING & ASSOCIATES
 5101 PINE STREET
 FORT SMITH, ARKANSAS 72203

REVISION DESCRIPTION

DATE	BY	DESCRIPTION
12/28/88	[Signature]	FILED FOR RECORD
12/28/88	[Signature]	PREPARED FOR RECORD

STATE SURVEYOR'S OFFICE:
 500-07N-52M-016-220 65-0775