

**SUPPLEMENTAL BILL OF ASSURANCE
OF
HIGHLAND WOODS SUBDIVISION**

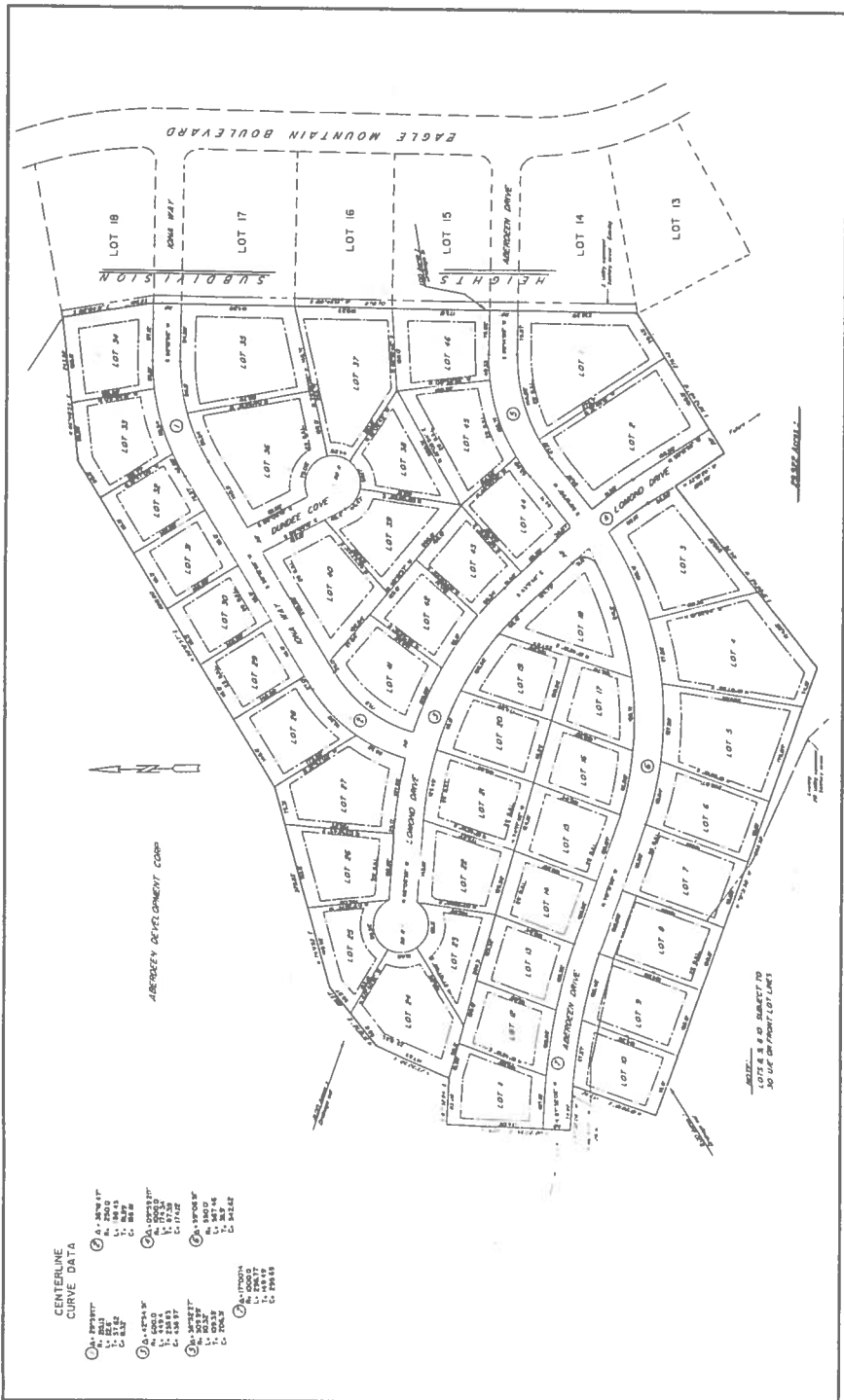
KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Aberdeen Development Corporation (successor in interest to Stirling Realty Corporation and First Real Estate Development Corporation, previously doing business as Eagle Mountain Development, an Arkansas Joint Venture), acting by and through its respective undersigned duly authorized officers ("Grantor"), and as such owns that certain real property lying in Independence County, Arkansas (the "County"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Subdivision Property"); and

WHEREAS, the Subdivision Property is part of a larger tract of real property owned by Grantor and for which Grantor has a general plan of development that requires that it be subdivided and held, owned, conveyed, leased, used, improved and developed subject to the protective covenants, conditions and restrictions hereinafter provided and as provided in that certain Master Bill of Assurance executed by Grantor and duly filed with the Circuit Clerk and Ex-Officio Recorder of the County on August 8, 1986, at 11:15 a.m., Book 2-13, Page 295 (the "Master Bill of Assurance") (unless otherwise specifically defined herein, all defined terms used or referred to herein shall have the meaning assigned thereto in the Master Bill of Assurance); and

WHEREAS, the Master Bill of Assurance provides that the Covenants thereof shall not be imposed upon or binding on any portion of the Property or any Owners or Residents thereof unless and until such portion is thereafter subjected thereto by a Supplemental Bill of Assurance and Plat thereof or other appropriate instrument in the manner therein provided; and

WHEREAS, Grantor has caused the Planner to survey and subdivide the Subdivision Property into those Lots, Streets, Easements and Community Facilities, if any, as are more



particularly shown on that certain Plat thereof prepared by Planner, dated April 29, 1996, executed by Grantor and Planner, bearing a certificate of approval by the Batesville Planning Commission and recorded simultaneously herewith at Survey Book I, Page 64, of the records of the Recorder of the County, said Plat being fully incorporated herein by reference (as now or hereafter amended, the "Plat"); and

WHEREAS, Grantor desires and intends that the Subdivision Property shall be subdivided in accordance with the Plat and hereafter held, owned, leased, conveyed, used, improved and developed subject to the Covenants herein and in the Master Bill of Assurance in order to enhance and protect the value of the Subdivision Property;

NOW, THEREFORE, in consideration of the premises, the enhanced value of the Subdivision Property and other benefits to accrue to Grantor, its successors and assigns, which consideration Grantor acknowledges to be of good and sufficient value, Grantor does hereby make, execute and deliver this Supplemental Bill of Assurance as follows:

1. SUBDIVISION PROPERTY AND RESIDENTS SUBJECT TO MASTER BILL OF ASSURANCE. The Master Bill of Assurance and the Covenants thereof are to the extent not otherwise inconsistent herewith hereby incorporated herein by reference and are hereby imposed upon the Subdivision Property and all Owners or Residents thereof, and the Subdivision Property shall hereafter be held, owned, leased, conveyed, used, improved and developed subject thereto and subject to any other additional Covenants hereinafter provided. In the event of any inconsistency between the Master Bill of Assurance and this Supplemental Bill of Assurance, the Covenants herein shall control.

2. DEDICATION AND GRANT; LOT DESCRIPTIONS. Grantor does hereby layoff, plat and subdivide the Subdivision Property into a Subdivision for the use and benefit of the public and all present

and future Owners or Residents thereof, and it shall be hereafter forever known as "Highland Woods Addition to the City of Batesville, Independence County, Arkansas." By the recordation of the Plat and this Supplemental Bill of Assurance with the Recorder, and subject to the Covenants and to all applicable governmental laws, rules and regulations, Grantor does further hereby and forever grant, donate, dedicate and deliver the Easements for drainage purposes and for access, ingress and egress on, over and across the Streets to and for the use and benefit of the public and all present and future Owners or Residents, and the Easements for drainage purposes and for the installation, operation, maintenance, repair and replacement of Utilities on, over, across, under and above those portions of the Subdivision so designated on the Plat to and for the use and benefit of every Utility Company. The Easements for Utilities shall also include the right of reasonable access, ingress and egress thereto and therefrom on, over and across the Subdivision for the installation, maintenance, repair and replacement of the Utilities. Any portion of the Subdivision Property designated by the Plat as Community Facilities shall be conveyed by Grantor to the Association by special warranty deed, subject to the Covenants. Hereafter, every Lot of the Subdivision shall have the bounds and dimensions thereof designated on the Plat and any conveyance, encumbrance or description of any such Lot by the tract, parcel or lot number thereof also designated on the Plat followed by the words "of Highland Woods Addition to the City of Batesville, Independence County, Arkansas," shall always be a proper and sufficient legal description thereof.

3. MINIMUM RESIDENCE SIZES. On Lots 1 through 10, inclusive, and Lots 33 through 46, inclusive, of the Subdivision, no Residence shall have a Main Floor of less than 2,500 square feet unless the Residence shall have two or more stories, in which case the Main Floor thereof shall not have less than 1,850 square feet. On Lots 11 through 32, inclusive of the Subdivision, no Residence

shall have a Main Floor of less than 2,000 square feet unless the Residence shall have two or more stories, in which case the Main Floor thereof shall not have less than 1,600 square feet. In addition to the foregoing minimum residence sizes, no Residence on any Lot in the Subdivision shall under any circumstances contain less than 2,000 square feet of finished heated and air conditioned floor space used for living, cooking, dining, sleeping and storage areas.

Paragraph 4. entitled "CARPORTS PERMITTED" has been deleted in its entirety per amendment recorded the 20th day of September, 1996, in Deed Book B-16, pages 295-298 at the Independence County Court House.

5. COVENANTS PERTAINING TO THIS SUPPLEMENTAL BILL OF ASSURANCE IN GENERAL. This Supplemental Bill of Assurance and all Covenants herein shall at all times be subject to and in compliance with the following Covenants:

(a) Headings. The headings of the sections, paragraphs and subdivisions of this Supplemental Bill of Assurance are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

(b) Governing Law. The laws of the State of Arkansas and of the United States, if applicable, shall govern the validity, enforceability and construction of this Supplemental Bill of Assurance.

(c) Effect of Partial Invalidity. If performance of any Covenant hereof or any transaction related hereto is prohibited or limited by law, then the obligation to be performed shall be omitted or reduced accordingly and if any Covenant herein contained operates, or would prospectively operate, to invalidate this Supplemental Bill of Assurance, then the invalid part of said Covenant only shall be held for naught as though not contained

herein, and the remainder of this Supplemental Bill of Assurance shall remain operative and in full force and effect.

(d) No Waivers. No delay or omission on the part of Grantor or any Owner or Resident in exercising any rights, duties, power, authority or remedies herein provided, in the event of any breach of any of the Covenants shall be construed as a waiver or estoppel thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Grantor or any Owner or Resident because of the failure to bring any action on account of any such breach.

(e) No Action For Void Covenants. No action shall accrue or be brought or maintained by anyone against Grantor or any Owner or Resident because or arising out of the fact that any of the Covenants may be void or unenforceable for any reason.

(f) Notices. Unless otherwise provided herein, all notices required to be sent to any party shall be in writing and sent by Registered or Certified Mail addressed to the addressee at their last known address and requiring a return receipt signed by the addressee or their agent.

(g) Amendments. So long as Aberdeen Development Corporation is the Owner of any Lot in Highland Woods Subdivision, no covenant may be amended, modified, changed or cancelled in whole or in part without a written instrument duly executed, acknowledged and recorded evidencing the consent of Aberdeen Development Corporation as well as a written instrument duly executed, acknowledged and recorded by the then owners of at least sixty-six and two-thirds percent (66-2/3%) of the Lots and Residential Units not owned by Aberdeen Development Corporation. When Aberdeen Development Corporation shall no longer be the Owner of a Lot or Residential Unit in Highland Woods Subdivision, any and all of the covenants may be amended, modified, changed or cancelled in whole or in part by a written instrument duly executed, acknowledged and recorded by the then Owners of at least two-thirds (66-2/3%) of the Lots and

Page 58, paragraph 4. entitled "CARPORTS PERMITTED" has been deleted in its entirety per amendment recorded the 20th day of September, 1996, in Deed Book B-16, pages 295-298 at the Independence County Court House.

Residential Units of Highland Woods Subdivision. Any such written instrument shall, if required by law, be approved by the Batesville Planning Commission, and it shall be binding from and after the date it is duly filed with the Recorder.

(h) Attorney's Fees, Costs, Etc. Should Grantor or any Resident or Owner employ counsel or incur costs and expenses to enforce any of the Covenants by reason of a breach thereof, the person in breach or default thereof shall be obligated to pay to Grantor or the Resident or the Owner enforcing the same all such costs and expenses thereby incurred, including reasonable attorney's fees.

(i) Mortgagees Bond. The Covenants or the breach of any of the Covenants shall not defeat, impair or render invalid or unenforceable the lien of any mortgage, deed of trust or other encumbrance made in good faith for value as to any Lot or portion thereof, but rather the Covenants shall be binding upon and effective against the mortgagee, trustee, purchaser or owner thereof whose title thereto, or whose grantor's title is or was, acquired by foreclosure, trustee's sale, power of sale or otherwise.

(j) Rule Against Perpetuities. In the event any of the Covenants are declared void or unenforceable by any court of competent jurisdiction by reason of the period of time herein provided for which the same shall be effective, then such period of time shall be reduced to a period which shall not violate the rule against perpetuities under the laws of the State of Arkansas, and except for the reduction of time period, the Covenants shall be and remain unaffected, unimpaired and in full force and effect.

(k) Applicable Law Controlling. The Subdivision, all Residents, all Owners, all Lots and Residential Units or portions thereof, the Plat and this Supplemental Bill of Assurance shall be and remain at all times subject to all applicable governmental laws, rules and regulations; provided that the more restrictive

among such laws, rules and regulations and the Covenants shall be controlling.

(l) No Reversions. No Covenants are intended to be, or shall be construed as, a condition subsequent or a possibility of reverter.

(m) Bind and Inure. This Supplemental Bill of Assurance and all Covenants herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Supplemental Bill of Assurance has been duly executed by and on behalf of Grantor on this 7th day of May, 1996.

ABERDEEN DEVELOPMENT CORPORATION

By: [Signature]
Officer: Executive Vice President

ATTEST:

By: [Signature]
Officer: Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF INDEPENDENCE)

On this day appeared before me, a Notary Public duly commissioned, qualified and acting, within and for the said county and state, the within named JOHN T. LOGAN, to me personally well known, who stated that he was the Executive Vice President of Aberdeen Development Corporation, a corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, use and purposes therein mentioned and set forth.

In Testimony Whereof, I have hereunto set my hand and official seal this 7th day of May, 1996.

[Signature]
Notary Public

My Commission Expires:
10-1-2005

PROPERTY DESCRIPTION

A tract of land being a part of Section 23, T 13 N, R 6 W in the City of Batesville, Independence County, Arkansas, more particularly described as follows:

commencing at the northwest corner of said Section 23;
thence S 37°19'34" E, 2942.9 feet to the northwest corner of Lot 18 of the Heights Subdivision, the northeast corner of Lot 34 of the Highland Woods Subdivision, and the point of beginning;
thence along the west line of said Heights Subdivision the following:
S 09°54'51" E, 166.25 feet;
S 00°46'15" W, 870.7 feet to the southwest corner of Lot 14 of said Heights Subdivision and the southeast corner of Lot 1 of said Highland Woods Subdivision;
thence S 58°13'48" W, 278.45 feet;
thence N 33°12'28" W, 108.75 feet;
thence S 51°06'45" W, 414.76 feet;
thence N 70°31'50" W, 856.58 feet;
thence N 19°28'10" E, 159.92 feet;
thence N 86°45'27" W, 26.41 feet;
thence N 87°32'06" W, 54.82 feet;
thence N 02°27'56" E, 224.02 feet;
thence S 87°32'04" E, 85.08 feet;
thence N 23°50'50" E, 147.83 feet; thence N 31°23'32" E, 128.57 feet;
thence N 74°55' E, 375.83 feet;
thence N 58°12'57" E, 680.0 feet;
thence N 86°40'54" E, 243.58 feet to the point of beginning.
Containing 29.92 acres, more or less.

GENERAL NOTES:

EXHIBIT (H)

STATE OF ARKANSAS
COUNTY OF INDEPENDENCE

**CERTIFICATE OF APPROVAL OF
BATESVILLE PLANNING COMMISSION**

The Batesville Planning Commission hereby certifies to Aberdeen Development Corporation and to the public and all owners, residents and future owners and residents of the herein described property that all provisions, covenants and restrictions contained in the foregoing Supplemental Bill of Assurance of Highland Woods Subdivision required by law to be approved by said Commission have been and hereby are so approved as of this 7th day of May, 1996. Any other provisions, covenants or restrictions contained in said Supplemental Bill of Assurance not requiring such approval have been reviewed without action by said Commission and are not requirements for final approval of the Plat for said Supplemental Bill of Assurance.

BATESVILLE PLANNING COMMISSION

By: Della Mae Dortch
Della Mae Dortch, Chairman

SUBSCRIBED AND SWORN to before me, a Notary Public, this 21st day of May, 1996.

Karen D McClurg
Notary Public

My Commission Expires:

05-10-2005

CERTIFICATE OF RECORD
STATE OF ARKANSAS
COUNTY OF INDEPENDENCE
Filed for record the 21st day of
May, 1996 3:50 p.M. and
recorded in deed book 2-15
page 303-314
by D. Martha Taylor D.C.
v Crutcher, County Clerk