

10
Supplemental To Original Covenants

NAVY POINT ESTATES
COVENANTS AND RESTRICTIONS
DECLARATION

FILED FOR RECORD
At 10:57 O'Clock A.M.

JUN 09 2000

SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.

00 57167

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, we, the undersigned Navy Point Homeowners of the following described real property:

A part of the SE/4 of the NE/4 and a part of the NE/4 of the SE/4, all in Section 8, Township 19 North, Range 28 West, in Benton County, Arkansas; more particularly described as follows: Beginning at the Southeast Corner of said NE/4, Section 8; run thence S 2° 16' W 820.0 feet to the U. S. Government take line; thence N 88° 18' W 328.7 feet along said take line; thence N 54° 24' W 590.2 feet along said take line; thence N 2° 15' E 493.8 feet along said take line; thence N 28° 11' E 370.2 feet along said take line; thence N 1° 47' E 497.4 feet along said take line; thence N 46° 32' E 233.5 feet along said take line; thence S 88° 14' E 487.2 feet along said take line; thence S 1° 24' W 998.1 feet to the point of beginning, containing 28.9 acres, more or less, and is subject to any U. S. Government flowage easements.

Same being the real property now duly platted and is now recorded in Book "H", Page 62, in the office of the Circuit Clerk and Ex-officio Recorder in and for Benton County, Arkansas, hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said development may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said development, this declarations of restrictions being designed for the purpose of keeping said development desirable and preserve the values and amenities of the said lands and suitable for residential use as herein specified:

- 1) No building or other structure shall be erected or the erection thereof begun on said premises until the plans and specifications thereof shall have first been presented to and approved in writing by two-thirds of the homeowners of Navy Point Estates as to the outward appearances and design.

To Roger Letterman
8415 Admiral Nimitz Dr.
Rogers, Ar. 72756

10520

- 2) There shall not be erected on any lot any residence which shall have a ground floor space of less than 1200 square feet exclusive of any portion thereof used for a garage or for an outside porch.
- 3) All exterior sanitation systems are subject to the approval of the state/county health office.
- 4) Temporary occupancy of mobile type homes during construction of permanent type residence will be permitted for a period of not to exceed one year from the date of the initial emplacement on premises. Positioning of mobile type homes for any other purpose is prohibited.
- 5) All land clearing operations shall be conducted in a manner which will effectively preserve the natural environmental features relative to trees and landscape surfaces.
- 6) Not more than one residence may be built on any one lot as shown on the plat as recorded as above stated without a special permit in writing from two-thirds of the homeowners of Navy Point Estates.
- 7) Said property shall be used only for residential purposes for single family houses unless plans and specifications for a house other than a single family dwelling are approved in writing by two-thirds of the homeowners of Navy Point Estates.

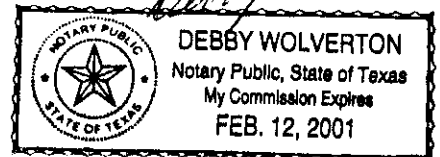
8) General Provisions

Severability is expressly agreed in the event of any covenant or condition or restriction hereinabove contained or any portion thereof is invalid or void. Such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

Enforcement. These restrictions and reservations are made for the benefit of any and all persons who now may own or who hereinafter own property in Navy Point Estates. Therefore, the homeowners in said Navy Point Estates are specifically given the right to enforce these restrictions and reservations by injunctions or other lawful procedure.

Duration. All and each of the above restrictions, conditions, and covenants herein contained shall terminate and end and be of no further effect, whether legal or equitable, and shall not be enforceable on and after forty (40) years from this date, unless extended by a vote of two thirds of the homeowners of Navy Point Estates.

IN WITNESS WHEREOF, our hands and seals this 4th day of July, 2000
Linda Mercier Bond *Debby Wolverton*



00 57169

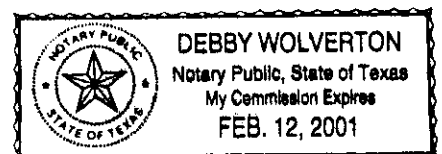
8203 Lyndale Cone
Austin, Texas 78733
May 4, 2000

Navy Point Estates
Homeowners Association
Rogers, Arkansas 72756

The attached "Navy Point Estates
Covenants and Restrictions Declaration"
represent the original covenants and
restrictions as conceived by my father
and mother, Adolph and Mary Lee Mencia,
at the time they first developed Navy
Point Estates. As the trustee and
executor of their estate, I wish the
Homeowners Association to be responsible
for enforcement of the covenants and
restrictions attached hereto.

Linda Mencia Bond
LINDA MENCIA BOND

Debby Wolverton 5-4-00



AFFIDAVIAT

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2009/8090
Term/Cashier: CASH3/NPETERS
02/23/2009 11:56:57AM
Tran: 63879
Total Fees: \$100.00
Book 2009 Page 8090
Recorded in the Above
DEED Book & Page
02/23/2009

State of Arkansas, County of Benton

BEFORE ME, the undersigned Notary, Lindsey Herriage

on this 20th day of February, 2009, personally appeared H. Allan Caldwell, known to me to be a credible person and of lawful age, who being by me first duly sworn, on his oath, deposes and says:

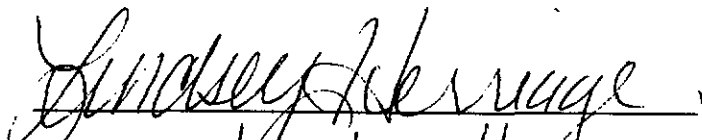
The attached document entitled NAVY POINT ESTATES, COVENANTS AND RESTRICTIONS DECLARATION, AMENDMENT, with the signature pages attached, contains the original signatures of the individuals purporting to have signed said Amendment and, to the best of my knowledge, represent at least two thirds of the owners of the lots in Navy Point Estates.

FURTHER THE AFFIANT SAITH NAUGHT.



H. Allan Caldwell
8553 Admiral Nimitz Dr.
Lot#1 Navy Point Estates
Rogers, AR 72756

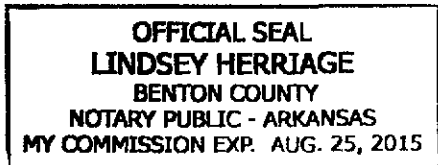
Subscribed and sworn to before me, this 20th day of February, 2009.



(Print Name) Lindsey Herriage

NOTARY PUBLIC

My Commission expires: Aug 25, 2015



NAVY POINT ESTATES

611 1111
Book 2009 Page 8091
Recorded in the Above
DEED Book & Page

COVENANTS AND RESTRICTIONS DECLARATION

AMENDMENT

WHEREAS, on the 12th day of March 1969, Adolph Mencin and Mary L. Mencin, his wife, fee owners and developers signed and filed of record COVENANTS and DECLARATIONS in Book 405 at Page 245 covering certain property in Benton County, described therein as:

A part of the SE/4 of the SE/4 and a part of the NE/4 of the SE/4, all in Section 8, Township 19 North, Range 28 West, in Benton County, Arkansas; more particularly described as follows: Beginning at the Southeast Corner of said NE/4, Section 8; run thence S 2 degrees 16' W 820.0 feet to the U.S. Government take line; thence N 88 degrees 18' W 328.7 feet along said take line; thence N 54 degrees 24' W 590.2 feet along said take line; thence N 2 degrees 15' E 493.8 feet along said take line; thence N 28 degrees 11' E 370.2 feet along said take line; thence N 1 degree 47' E 497.4 feet along said take line; thence N 46 degrees 32' E 233.5 feet along said take line; thence S 88 degrees 14' E 487.2 feet along said take line; thence S 1 degree 24' W 998.1 feet to the point of beginning, containing 28.9 acres, more or less, and is subject to any U.S. Government flowage easements,

the same being the real property platted and recorded of record in Book "H", Page 62, in the office of the Circuit Clerk and Ex-officio Recorder in and for Benton County, Arkansas,

WHEREAS, pursuant to the provisions of Section "Duration" of Article 9) of said COVENANTS and DECLARATIONS, the undersigned, being not less than two thirds (2/3rds) of the property owners of lots of the Navy Point Estates, hereby amend said COVENANTS and RESTRICTIONS as follows:

The duration of the restrictions, conditions and covenants of the COVENANTS and RESTRICTIONS shall be extended from the expiration date set forth in said Section "Duration" of Article 9) for an additional period of forty (40) years from March 12, 2009.

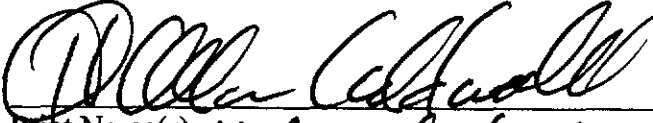
No other provision of said COVENANTS and RESTRICTIONS are amended by this Amendment and nothing herein shall be deemed to affect the provisions or enforceability of said COVENANTS and RESTRICTIONS other than its duration as specifically set forth herein. Further, no provision of this amendment shall render ineffective or invalid any prior amendment to the COVENANTS and RESTRICTIONS except for its duration as specifically set forth herein.

This document may be signed in counterparts and each counterpart shall be considered an original with all such counterparts construed together as a single and original document. Further, additional signature pages containing the original signatures of property owners may be added to this Amendment and shall effective as consenting

property owner signatures and be a part hereof as though they were originally attached hereto.

IN WITNESS WHEREOF, our hands and seals and the dates thereof are set forth below:

Lot 1



Print Name(s) *H. Allan Caldwell*

Date 5/3/08

Lot 2

Print Name(s)

Date _____

Lot 3

Print Name(s)

Date _____

Lot 4



Print Name(s)

Date 5-30-08

Lot 5

Print Name(s)

Date _____

Lot 6

Print Name(s)

Date _____

Lot 7

Print Name(s)

Date _____

Lot 8

Lot 8

Judy Singer
Print Name(s) Judy Singer

Book 2009 Page 8093
Recorded in the Above
DEED Book & Page
02/15/2009
Date _____

Lot 9

William F. Hillix
Print Name(s) WILLIAM F. HILLIX

Date 7-5-08

Lot 10

Holger E. Schuster
Print Name(s) Holger E Schuster

Date 1/09/2009

Lot 11

Print Name(s)

Date _____

Lot 12

Print Name(s)

Date _____

Lot 13

Print Name(s)

Date _____

Lot 14

Print Name(s)

Date _____

Lot 15

Print Name(s)

Date _____

Lot 16

Lot 16

Book 2009 Page 8094
Rec'd in the Above
DEED Book & Page
02/23/2009

Print Name(s)

Lot 17

Date _____

Print Name(s)

Lot 18

Date _____

Print Name(s)

Lot 19

Date _____

Print Name(s)

Lot 20

Date _____

Print Name(s)

Lot 21

Date _____

Print Name(s)

Lot 22

Date _____

Print Name(s)

Lot 23

Date _____

Print Name(s)

Lot 24

Date _____

Print Name(s)

Print Name(s)

Book 2009 Page 8095
Recorded in the Above
DEED Book & Page
02/23/2009

Lot 25

Print Name(s)


Date

Lot 26


Print Name(s) H. Allan Caldwell

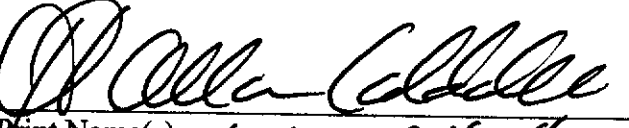
Date 5/30/08

Lot 27


Print Name(s) H. Allan Caldwell


Date 5/30/08

Lot 28


Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 29


Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 30


Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 31


Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 32-A

Book 2009 Page 8096
Recorded in the Above
DEED Book & Page
02/23/2009

Print Name(s)

Date _____

Lot 33-A

Print Name(s)

Date _____

Lot 34-A

Print Name(s)

Date _____

Lot 35-A

Print Name(s)

Date _____

Lot 36-A

Print Name(s)

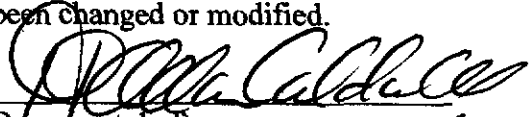
Date _____

Lot 37-A

Print Name(s)

Date _____

Lots 32-A through 37-A were left off the initial draft of this document and added after obtaining the signatures of the owners of lots 1, 4, 8, 26 – 31. This page 6 has been added to provide signature lines for these omitted lots. The document has otherwise not been changed or modified.


Document drafter *H. Allen Caldwell*

NAVY POINT ESTATES

Book 2009 Page 8097
Recorded in the Above
DEED Book & Page

COVENANTS AND RESTRICTIONS DECLARATION

AMENDMENT

WHEREAS, on the 12th day of March 1969, Adolph Mencin and Mary L. Mencin, his wife, fee owners and developers signed and filed of record COVENANTS and DECLARATIONS in Book 405 at Page 245 covering certain property in Benton County, described therein as:

A part of the SE/4 of the SE/4 and a part of the NE/4 of the SE/4, all in Section 8, Township 19 North, Range 28 West, in Benton County, Arkansas; more particularly described as follows: Beginning at the Southeast Corner of said NE/4, Section 8; run thence S 2 degrees 16' W 820.0 feet to the U.S. Government take line; thence N 88 degrees 18' W 328.7 feet along said take line; thence N 54 degrees 24' W 590.2 feet along said take line; thence N 2 degrees 15' E 493.8 feet along said take line; thence N 28 degrees 11; E 370.2 feet along said take line; thence N 1 degree 47' E 497.4 feet along said take line; thence N 46 degrees 32' E 233.5 feet along said take line; thence S 88 degrees 14' E 487.2 feet along said take line; thence S 1 degree 24' W 998.1 feet to the point of beginning, containing 28.9 acres, more or less, and is subject to any U.S. Government flowage easements,

the same being the real property platted and recorded of record in Book "H", Page 62, in the office of the Circuit Clerk and Ex-officio Recorder in and for Benton County, Arkansas,

WHEREAS, pursuant to the provisions of Section "Duration" of Article 9) of said COVENANTS and DECLARATIONS, the undersigned, being not less than two thirds (2/3rds) of the property owners of lots of the Navy Point Estates, hereby amend said COVENANTS and RESTRICTIONS as follows:

The duration of the restrictions, conditions and covenants of the COVENANTS and RESTRICTIONS shall be extended from the expiration date set forth in said Section "Duration" of Article 9) for an additional period of forty (40) years from March 12, 2009.

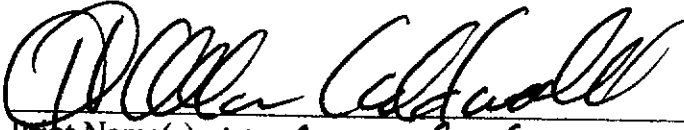
No other provision of said COVENANTS and RESTRICTIONS are amended by this Amendment and nothing herein shall be deemed to affect the provisions or enforceability of said COVENANTS and RESTRICTIONS other than its duration as specifically set forth herein. Further, no provision of this amendment shall render ineffective or invalid any prior amendment to the COVENANTS and RESTRICTIONS except for its duration as specifically set forth herein.

This document may be signed in counterparts and each counterpart shall be considered an original with all such counterparts construed together as a single and original document. Further, additional signature pages containing the original signatures of property owners may be added to this Amendment and shall effective as consenting

property owner signatures and be a part hereof as though they were originally attached hereto.

IN WITNESS WHEREOF, our hands and seals and the dates thereof are set forth below:

Lot 1


Print Name(s) H. Allan Caldwell

Date 5/3/08

Lot 2

Print Name(s) _____

Date _____

Lot 3

Book 2009 Page 8098
Recorded in the Above
DEED Book & Page
02/23/2009

Print Name(s) _____

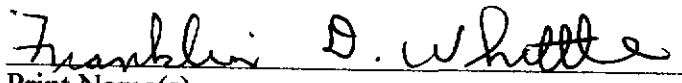
Date _____

Lot 4


Print Name(s) _____

Date 5-30-08

Lot 5


Print Name(s) FRANKLIN D. WHITTLE

Date 1-4-09

Lot 6

Print Name(s) _____

Date _____

Lot 7


Print Name(s) ROGER LETTERMAN

Date 1/3/09

Lot 8

Lot 8

Judy Singer
Print Name(s) Judy Singer

Book 2009 Page 8099
Recorded in the Above
DEEDatBook & Page
02/23/2009

Lot 9

William F. Hillix
Print Name(s) WILLIAM F. HILLIX

Date 7-5-08

Lot 10

Print Name(s)

Date

Lot 11

Larry W. Brantley
Print Name(s) LARRY W. BRANTLEY

Date 1/5/09

Lot 12

Robert V. Lamar, Jr.
Print Name(s) ROBERT V LAMAR, JR

Date 1/4/09

Lot 13

Print Name(s)

Date

Lot 14

Mary M. Nordan, TTEE
Mary M. Nordan Rev. Trust
Print Name(s) Mary M. Nordan

Date 1-17-08

Lot 15

Mary M. Nordan, TTEE
Mary M. Nordan Rev. Trust
Print Name(s) Mary M. NORDAN

Date 1-17-08

Lot 16

Lot 16

Michael Schorpp

Print Name(s) MICHAEL SCHORPP

Date 1-13-09

Lot 17

Sallyann J. Brown

Print Name(s) Sallyann J. Brown

Date 01-11-09

Lot 18

Sallyann J. Brown

Print Name(s) Sallyann J. Brown

Date 01-11-09

Lot 19

Mary M. Nordan, TEE

Print Name(s) Mary M. NORDAN

Date 1-17-08

Lot 20

Print Name(s)

Date _____

Lot 21

Print Name(s)

Date _____

Lot 22

Michael Patrick
Print Name(s) MICHAEL J. PATRICK

Date 1-3-09

Lot 23

Michael Patrick
Print Name(s) MICHAEL J. PATRICK

Date 1-3-09

Lot 24

[Signature]
Print Name(s) JASON DAUGHERTY

Date 1/6/09

Print Name(s)

Lot 25

Carl R. Curie
Print Name(s) Carl R Curie

Date 1/5/09

Lot 26

H. Allan Caldwell
Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 27

H. Allan Caldwell
Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 28

H. Allan Caldwell
Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 29

H. Allan Caldwell
Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 30

H. Allan Caldwell
Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 31

H. Allan Caldwell
Print Name(s) H. Allan Caldwell

Date 12/30/08

Lot 32-A

Print Name(s) _____ Date _____

Lot 33-A

Print Name(s) _____ Date _____

Lot 34-A

Print Name(s) _____ Date _____

Lot 35-A

Print Name(s) _____ Date _____

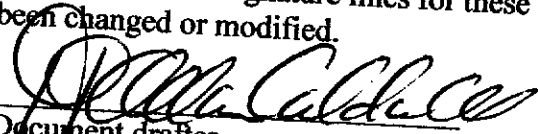
Lot 36-A

Print Name(s) _____ Date _____

Lot 37-A

Print Name(s) _____ Date _____

Lots 32-A through 37-A were left off the initial draft of this document and added after obtaining the signatures of the owners of lots 1, 4, 8, 26 – 31. This page 6 has been added to provide signature lines for these omitted lots. The document has otherwise not been changed or modified.


Document drafter *H. Allen Caldwell*

NAVY POINT ESTATES

Book 2009 Page 8103

Recorded in the Above

DEED Book & Page

COVENANTS AND RESTRICTIONS DECLARATION

AMENDMENT

WHEREAS, on the 12th day of March 1969, Adolph Mencin and Mary L. Mencin, his wife, fee owners and developers signed and filed of record COVENANTS and DECLARATIONS in Book 405 at Page 245 covering certain property in Benton County, described therein as:

A part of the SE/4 of the SE/4 and a part of the NE/4 of the SE/4, all in Section 8, Township 19 North, Range 28 West, in Benton County, Arkansas; more particularly described as follows: Beginning at the Southeast Corner of said NE/4, Section 8; run thence S 2 degrees 16' W 820.0 feet to the U.S. Government take line; thence N 88 degrees 18' W 328.7 feet along said take line; thence N 54 degrees 24' W 590.2 feet along said take line; thence N 2 degrees 15' E 493.8 feet along said take line; thence N 28 degrees 11' E 370.2 feet along said take line; thence N 1 degree 47' E 497.4 feet along said take line; thence N 46 degrees 32' E 233.5 feet along said take line; thence S 88 degrees 14' E 487.2 feet along said take line; thence S 1 degree 24' W 998.1 feet to the point of beginning, containing 28.9 acres, more or less, and is subject to any U.S. Government flowage easements,

the same being the real property platted and recorded of record in Book "H", Page 62, in the office of the Circuit Clerk and Ex-officio Recorder in and for Benton County, Arkansas,

WHEREAS, pursuant to the provisions of Section "Duration" of Article 9) of said COVENANTS and DECLARATIONS, the undersigned, being not less than two thirds (2/3rds) of the property owners of lots of the Navy Point Estates, hereby amend said COVENANTS and RESTRICTIONS as follows:

The duration of the restrictions, conditions and covenants of the COVENANTS and RESTRICTIONS shall be extended from the expiration date set forth in said Section "Duration" of Article 9) for an additional period of forty (40) years from March 12, 2009.

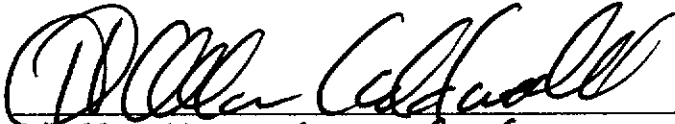
No other provision of said COVENANTS and RESTRICTIONS are amended by this Amendment and nothing herein shall be deemed to affect the provisions or enforceability of said COVENANTS and RESTRICTIONS other than its duration as specifically set forth herein. Further, no provision of this amendment shall render ineffective or invalid any prior amendment to the COVENANTS and RESTRICTIONS except for its duration as specifically set forth herein.

This document may be signed in counterparts and each counterpart shall be considered an original with all such counterparts construed together as a single and original document. Further, additional signature pages containing the original signatures of property owners may be added to this Amendment and shall effective as consenting

property owner signatures and be a part hereof as though they were originally attached hereto.

IN WITNESS WHEREOF, our hands and seals and the dates thereof are set forth below:

Lot 1


Print Name(s) H. Allan Caldwell

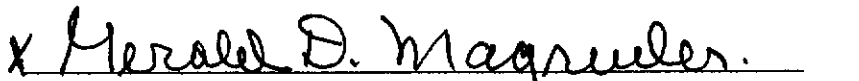
Date 5/3/08

Lot 2

Print Name(s) _____

Date _____

Lot 3

X 
Print Name(s) GERALD D. MAGRUDER.

Date 1-24-09

Lot 4


Print Name(s) DONNA GIBSON

Date 5-30-08

Lot 5

Print Name(s) _____

Date _____

Lot 6

Book **2009** Page **8104**
Recorded in the Above
DEED Book & Page
02/23/2009

Print Name(s) _____

Date _____

Lot 7

Print Name(s) _____

Date _____

Lot 8

Lot 8

Judy Singer
Print Name(s) Judy Singer

Book 2009 Page 8105
Recorded in the Above
DEED Book & Page
02/23/2009

Lot 9

William F. Hillix
Print Name(s) WILLIAM F. HILLIX

Date 7-5-08

Lot 10

Print Name(s)

Date _____

Lot 11

Print Name(s)

Date _____

Lot 12

Print Name(s)

Date _____

Lot 13

Print Name(s)

Date _____

Lot 14

Print Name(s)

Date _____

Lot 15

Print Name(s)

Date _____

Lot 16

Lot 16

Book 2009 Page 8106
Recorded in the Above
DEED Book & Page
Date 02/23/2009

Print Name(s) _____

Lot 17

Print Name(s) _____

Date _____

Lot 18

Print Name(s) _____

Date _____

Lot 19

Print Name(s) _____

Date _____

Lot 20

Print Name(s) _____

Date _____

Lot 21

Print Name(s) _____

Date _____

Lot 22

Print Name(s) _____

Date _____

Lot 23

Print Name(s) _____

Date _____

Lot 24

Print Name(s) _____

Date _____

Print Name(s)

Print Name(s)

Book 2009 Page 8107
Recorded in the Above
DEED Book & Page
02/23/2009

Lot 25

Print Name(s)

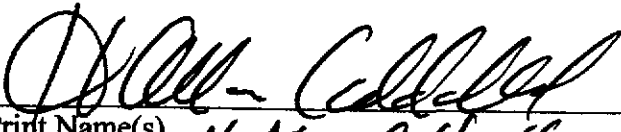
Date

Lot 26


Print Name(s) H. Allan Caldwell


Date 5/30/08

Lot 27


Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 28


Print Name(s) H. Allan Caldwell

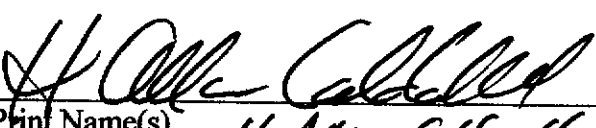
Date 5/30/08

Lot 29


Print Name(s) H. Allan Caldwell

Date 5/30/08

Lot 30


Print Name(s) H. Allan Caldwell

Date 7/24/08

Lot 31


Print Name(s) H. Allan Caldwell

Date 12/22/08

Recorded in the Above

DEED Book & Page

02/23/2009 11:56AM

Benton County, AR

I certify this instrument was filed on

02/23/2009 12:00:08PM

and recorded in DEED Book

2009 at pages 0008090 - 0008107

Brenda Shields-Circuit Clerk

Lot 32-A

Print Name(s) _____

Lot 33-A

Print Name(s) _____

Date _____

Lot 34-A

Print Name(s) _____

Date _____

Lot 35-A

Print Name(s) _____

Date _____

Lot 36-A

Print Name(s) _____

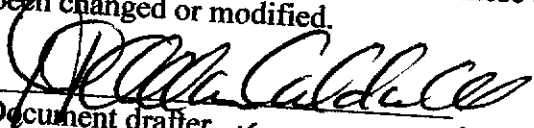
Date _____

Lot 37-A

Print Name(s) _____

Date _____

Lots 32-A through 37-A were left off the initial draft of this document and added after obtaining the signatures of the owners of lots 1, 4, 8, 26 - 31. This page 6 has been added to provide signature lines for these omitted lots. The document has otherwise not been changed or modified.


Document drafter *H. Allen Caldwell*