

DOCUMENT RECORDING COVER SHEET

Instrument to be rerecorded: Amended and Restated Covenants  
of BAR-Zel Point Subdivision, Washington  
County, Arkansas  
Date of Instrument:

Grantor:

Grantee:


Rerecording Info:

2006 52271  
Recorded in the Above  
Deed Book & Page  
10-26-2006 11:10:23 AM  
Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2006/52271  
Term/Cashier: MORTGAGE02 / jsodrey  
Tran: 4801.138685.387158  
Recorded: 10-26-2006 11:11:01  
DFE Deed 53.00  
REC Recording Fee 0.00  
Total Fees: \$ 53.00

2006 52272  
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10-26-2006 11:10:23 AM

**AMENDED AND RESTATED COVENANTS  
OF**

**BAR-ZEL POINT SUBDIVISION,  
WASHINGTON COUNTY, ARKANSAS**

  
Doc ID: 008013130015 Type: REL  
Recorded: 12/30/2004 at 03:28:38 PM  
Fee Amt: \$50.00 Page 1 of 15  
Washington County, AR  
Bette Stamps Circuit Clerk  
File **2004-00053417**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a Restrictive Covenant Agreement dated April 16, 1974, was filed for record on January 9, 1975, at Book 881, Page 44, Office of the Clerk and Recorder of Washington County, Arkansas; and

WHEREAS, said agreement provided that the Protective Covenants shall be automatically extended on or after January 8, 2005, unless the instrument as signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part; and

WHEREAS, the following is the Restated and Amended Protective Covenants executed by a majority of the owners of lots in Bar-Zel Point Subdivision;

NOW, THEREFORE, the owners hereby adopt the Restated and Amended Restrictive Covenants and agree that the stated covenants shall apply to all the property now platted as Bar-Zel Point Subdivision, Washington County, Arkansas, as covenants running with the land:

1. **DWELLING TYPE AND QUALITY:** Only one detached single-family residential dwelling, private garage and storage building of new construction shall be constructed per lot. The garage may be detached from the house. One additional guest cottage may be erected on the same platted lot provided, however, that no guest cottage may be erected on Lots 5, 6, 10, 15, 25 and 28 due to the lot size.

2. **DWELLING SIZE.** No dwelling shall be erected which does not have a minimum of 1000 square feet of living area.

3. **BUILDING LOCATION.** No dwelling or other structure shall be erected on any lot nearer than 30 feet to the front lot line or nearer than 30 feet to the side lot lines. No dwelling or other structure shall be erected on any utility or road easements. Any structure in place when the amended covenants are adopted that is nearer than 30 feet from the front lot line or side lot lines will be allowed to remain. Fences are allowed nearer than 30 feet to the property lines.

4. **TEMPORARY STRUCTURES AND STRUCTURE TYPE.** No structure of any temporary character, including but not limited to, manufactured housing, trailer, shack, motor home, van, RV, garage, or barn shall be erected or parked on any lot in this subdivision, temporarily or permanently, to be used as a living quarters. Occupancy of a garage, shop, motor home, van or RV is permitted up to eighteen (18) months provided the construction of a dwelling has commenced.

5. **SIGNS.** No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this subdivision except that the owner of each lot may place house numbers and the owner's name upon his or her mailbox, yard or dwelling. Owners and their agents may place signs of not more than twelve (12) square feet in size advertising the property for sale should it be

2006 52273  
Recorded in the Above  
Deed Book & Page  
10-26-2006 11:10:23 AM

offered for sale by the owners. One sign identifying the subdivision is allowed.

6. **ANIMALS.** No animals of any kind may be raised, bred, kept or maintained for commercial purposes.

7. **TRASH.** No trash or other refuse may be thrown or dumped on any of the lots in the addition.

8. **STORAGE.** No building material of any kind or character shall be placed or stored upon any lot in the addition until the owner is ready to commence construction of the improvements requiring such materials.

9. **VEHICLE STORAGE.** No trucks, cars, mail carts, dune buggies, golf carts, mobile homes, commercial vehicles, heavy equipment tractors, travel trailers, motor homes, campers, or trailers may be left on a lot for storage unless the lot has a dwelling on it or lots that are owned by someone having a dwelling and lots are adjacent thereto.

10. **NUISANCE.** No noxious or offensive activity, and no commercial activities other than in-home offices of any kind shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. **PERSONS BOUND BY THESE COVENANTS.** All persons or corporations who now own or shall hereinafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of ten (10) years from the date these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of ten (10) years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the addition agree to the amendment or removal of these covenants in whole or in part.

12. **RIGHT TO ENFORCE.** The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of the other lots in the addition, their heirs, successors and assigns, and with owners as to the covenants and agreements herein set forth and contained. None shall be personally binding on any person, persons or corporations except with respect to the breaches committed during its, his or their holding of title to the lots in the addition. Any owner or owners of lots in this addition shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of any of the covenants, agreements or restrictions contained herein, together with any other rights which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions, or agreements herein contained by the order of a court of competent jurisdiction shall in no way affect any of the other provisions herein which will remain in full force and effect.

13. **PERSONS BOUND BY THESE COVENANTS.** All persons or corporations who now own or shall hereinafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with its or their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations

2006 52274  
Recorded in the Above  
Deed Book & Page  
10-26-2006 11:10:23 AM

contained herein for a period of ten (10) years from the dates these covenants are recorded, and these covenants shall thereafter automatically extend in effect for successive periods of ten (10) years unless prior to the end of the original term or any successive term of the application hereof a majority of the then owners of lots in the addition agree to the amendment or removal of these covenants in whole or in part. No changes in these covenants in the manner herein set forth shall be valid unless the same shall be placed of record in the office of the Circuit Clerk and Recorder of Washington County, Arkansas, duly executed and acknowledged by the requisite number of owners.

IN WITNESS WHEREOF, the owners have set their hands and seals this 29<sup>th</sup> day of November, 2004.

**Lot Number**  
  
West Part of Lot 8  
Bar-Zel Point Subdivision  
Washington County, Arkansas

**Owner**  
  
Blanchard E. Reel  
Blanchard E. Reel  
  
Carol A. Reel  
Carol A. Reel

STATE OF ARKANSAS     )  
  ) ss.  
COUNTY OF BENTON     )

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared BLANCHARD E. REEL and CAROL A REEL, known to me to be the persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 29<sup>th</sup> day of NOVEMBER, 2004.

Allyson Roberts  
NOTARY PUBLIC



May 2, 2013  
Commission Expires:



2006 52276  
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10-26-2006 11:10:23 AM

**SIGNATURE PAGE FOR AMENDED AND RESTATED COVENANTS OF BAR-ZEL POINT  
SUBDIVISION, WASHINGTON COUNTY, ARKANSAS**

Lot Number

Lot 21, Bar-Zel Point Subdivision  
Washington County, Arkansas

Owner

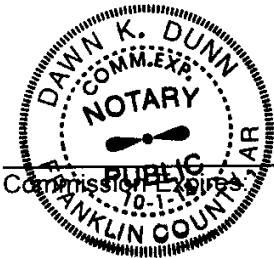
Kevin F. Doyle  
Kevin F. Doyle

Pamela J. Doyle  
Pamela J. Doyle

STATE OF Arkansas )  
COUNTY OF Franklin ) ss.

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared KEVIN F. DOYLE and PAMELA J. DOYLE, known to me to be the persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 6<sup>th</sup> day of December, 2004.



Dawn K. Dunn  
NOTARY PUBLIC

2006 52277  
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10-26-2006 11:10:23 AM

**SIGNATURE PAGE FOR AMENDED AND RESTATED COVENANTS OF BAR-ZEL POINT  
SUBDIVISION, WASHINGTON COUNTY, ARKANSAS**

Lot Number

Lot 12, Bar-Zel Point Subdivision  
Washington County, Arkansas

Owner

*Stephen P Stein*

Stephen Stein

*Pamela J. Stein*

Pamela J. Stein

STATE OF OHIO            )  
  ) ss.  
COUNTY OF FAIRCHILD )

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared STEPHEN STEIN and PAMELA J. STEIN, known to me to be the persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 30<sup>th</sup> day of November, 2004.

*Petra G. Myers*  
NOTARY PUBLIC

5-30-07  
Commission Expires:



Petra G. Myers, Notary Public  
Fairfield County  
State of Ohio  
My Commission Expires May 30, 2007







2006 52280  
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10-26-2006 11:10:23 AM

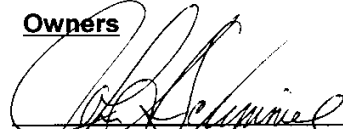
**SIGNATURE PAGE FOR AMENDED AND RESTATED COVENANTS OF BAR-ZEL POINT  
SUBDIVISION, WASHINGTON COUNTY, ARKANSAS**

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Lot No.

Lot 4, Bar-Zel Point Subdivision  
Washington County, Arkansas


Owners

  
John A. Schimmel

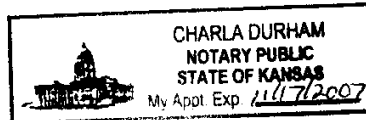
STATE OF KANSAS     )  
                                  ) ss.  
COUNTY OF SEDGWICK    )

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared JOHN A. SCHIMMEL, known to me to be the person who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 6 day of December, 2004.

  
NOTARY PUBLIC

11-17-2007  
Commission Expires:





SIGNATURE PAGE FOR AMENDED AND RESTATED COVENANTS OF BAR-ZEL POINT SUBDIVISION, WASHINGTON COUNTY, ARKANSAS

2006 52282  
Recorded in the Above  
Deed Book & Page  
10-26-2006 11:10:23 AM

Lot Number

Owner

Lot 11, Bar-Zel Point Subdivision  
Washington County, Arkansas

Doby L. Nunley  
Doby L. Nunley

Melinda S. Nunley  
Melinda S. Nunley

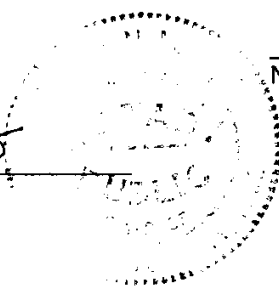
*By this attorney in fact*  
Pauline d. Baker

STATE OF ARKANSAS )  
COUNTY OF WASHINGTON ) ss.

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared DOBY L. NUNLEY and MELINDA S. NUNLEY, known to me to be the persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 15<sup>th</sup> day of DECEMBER, 2004.

Pauline d. Miller  
NOTARY PUBLIC



2-1-2005  
Commission Expires:

**SIGNATURE PAGE FOR AMENDED AND RESTATED COVENANTS OF BAR-ZEL POINT  
SUBDIVISION, WASHINGTON COUNTY, ARKANSAS**

Lot No.

Lots 17, 18, 20, 24  
Bar-Zel Point Subdivision  
Washington County, Arkansas

Owners

BY: Stephen Roberts  
Stephen Roberts

BY: Barbara Roberts  
Barbara Roberts

Loretta Roberts Revocable Trust

BY: Stephen Roberts  
Stephen Roberts Trustee

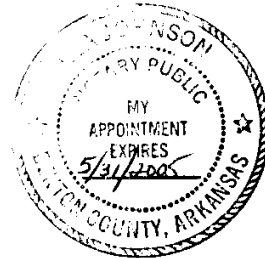
STATE OF ARKANSAS )  
COUNTY OF BENTON ) ss.

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Stephen Roberts Trustees of the Loretta Roberts Revocable Trust, Stephen Roberts, and Barbara Roberts known to me to be the persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

this 7<sup>th</sup> IN WITNESS WHEREOF, I have hereunto set my hand and seal of office  
day of December 2004.

[Signature]  
NOTARY PUBLIC

May 31, 2005  
Commission Expires:





2006 52285  
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10-26-2006 11:10:23 AM

**SIGNATURE PAGE FOR AMENDED AND RESTATED COVENANTS OF BAR-ZEL POINT  
SUBDIVISION, WASHINGTON COUNTY, ARKANSAS**

<u>Lot Number</u>	<u>Owner</u>
Lots 9 and 10, Bar-Zel Point Subdivision Washington County, Arkansas	GILMOUR FAMILY TRUST

BY: *J.T. Gilmour*  
John T. Gilmour - Trustee

BY: *Tamara Gilmour*  
Tamara Gilmour - Trustee

STATE OF *Arkansas* )  
  ) ss.  
COUNTY OF *Washington*

Be it remembered that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared JOHN T. GILMOUR and TAMARA GILMOUR, Trustees of the GILMOUR FAMILY TRUST, known to me to be the persons who executed the foregoing instrument, and did acknowledge that such had been so executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 7<sup>th</sup> day of December, 2004.

*Sheila L. Long*  
NOTARY PUBLIC

Oct 24, 2013  
Commission Expires:

