

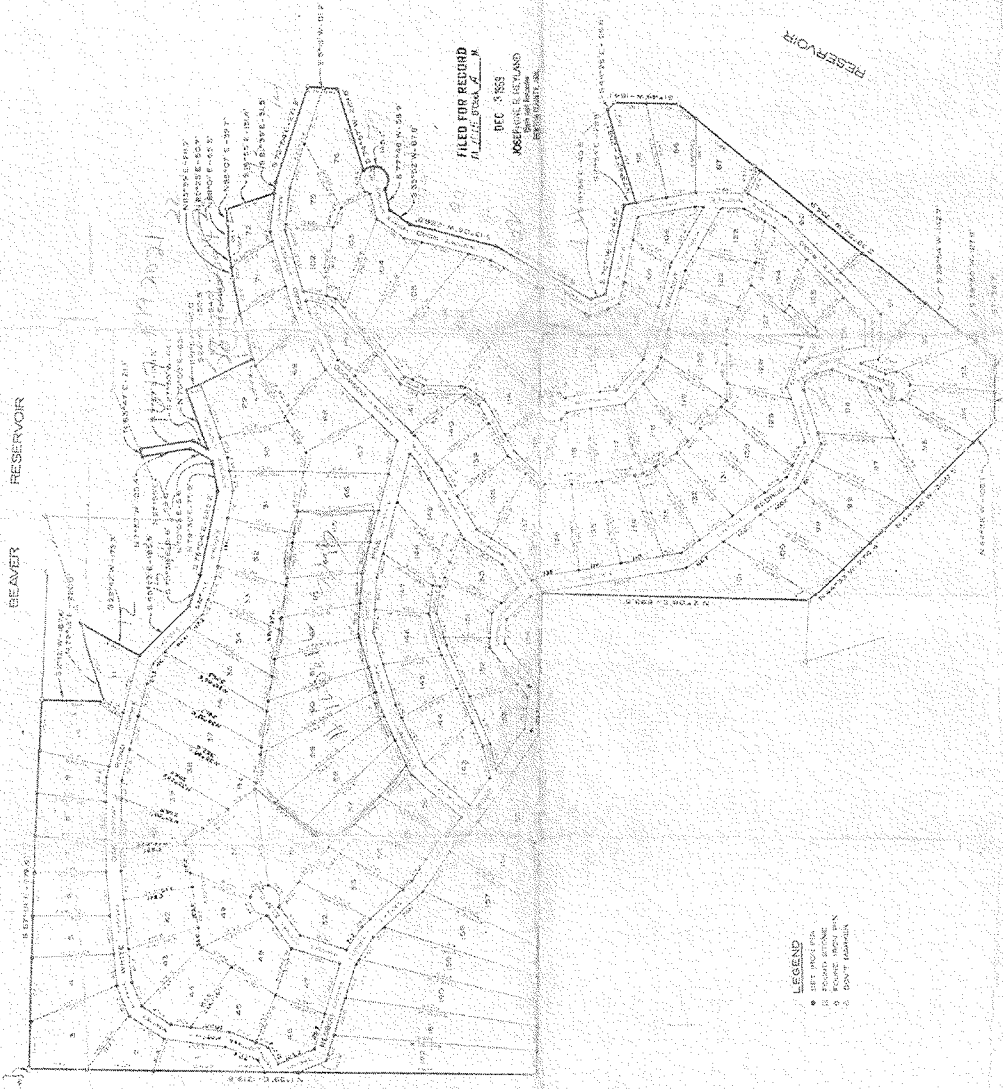
Plat:

Covenants:

1994-007761  
2002-057220  
2016-4958

Escalents, ornaments, etc.

BEAVER RESERVOIR



FILED FOR RECORD  
11/22/2004  
BFC 5883  
ARIZONA, E. & S. 1/4  
S. 1/4 & S. 1/4

LEGEND  
• SET POINTS  
○ POINT MARKER  
--- DON'T MARK

218 NOV 2004 44

11-21-70

25

PROJECT NO.	DATE	BY	SCALE	REVISION
11-21-70	11-21-70	11-21-70	11-21-70	11-21-70
11-21-70	11-21-70	11-21-70	11-21-70	11-21-70
11-21-70	11-21-70	11-21-70	11-21-70	11-21-70
11-21-70	11-21-70	11-21-70	11-21-70	11-21-70

WANGLEWOOD 4TH ADDITION  
BENTON COUNTY, ARK.  
CRAFTON & TULL  
CONCRETE ENGINEERS INC.  
ROGERS, ARKANSAS



#425

BOOK 389 PAGE 591  
PROTECTIVE COVENANTS FOR  
TANGLEWOOD NO. 4 SUBDIVISION

FILED FOR RECORD  
At 2:25 O'Clock P. M.

-1- JUL 10 1967

JOSEPHINE R. HEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.

KNOW ALL MEN BY THESE PRESENTS:

That, R. H. Base and Rose L. Base, husband and wife, hold title to all of the following described lands situated in Benton County, Arkansas:

A Parcel of Land lying in Section 14, T-19-N, R-28-W, Benton County, Arkansas and being more Particularly Described as follows:

Beginning at the SW Corner of the SE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 14; Thence North, 1320 Ft. to the NW Corner of the SE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 14; Thence East, 990 Ft. Thence South, 165 Ft.; Thence N 71° 34' E, 521.78 Ft.; Thence South, 330 Ft.; Thence N 63° 26' E, 368.95 Ft.; Thence East, 825 Ft.; Thence South, 825 Ft.; Thence South 45° W, 466.69 Ft.; Thence East, 165 Ft.; Thence S 45° E, 233.34 Ft.; Thence South, 165 Ft.; Thence S 38° 40' W, 1,056.51 Ft.; Thence West, 165 Ft.; Thence N 45° W, 700.04 Ft.; Thence North, 660 Ft.; Thence West, 1,320 Ft. to the point of beginning and containing 98.44 Acres more or less.

THAT, the said R.H. Base and Rose L. Base have caused the above land to be surveyed and subdivided into lots and streets, and said Subdivision has been named and shall henceforth be known and designated as Tanglewood No. 4 Subdivision, a Subdivision of Benton County, Arkansas.

Tanglewood No. 4 Subdivision is a Subdivision containing Lots numbered 1 through 161 consecutively; and the above parties have executed a Plat showing the location of said Lots and their number and dimensions; also the location, width, and names of the streets; all streets of said Subdivision are hereby dedicated to the public and for its use and benefit forever. The Plat of Tanglewood No. 4 Subdivision is recorded in Plat Record Book H at page 121 of the plat Records of Benton County, Arkansas, in the office of the Circuit Clerk and Recorder in and for Benton County, Arkansas.

The said R.H. Base and Rose L. Base, for and in consideration of the benefits to accrue therefrom, which benefits are hereby acknowledged to have value, have caused certain safeguards and restrictions to be placed on Lots of said Plat. The purpose of these restrictions is to provide uniform protection for all property owners in the said Subdivision, named Tanglewood No. 4 Subdivision, by the establishment of minimum standards of land use, building sizes, setback requirements, and the prohibition of certain undesirable uses and practices for the entire said Subdivision.

I.

COVENANTS

A. LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. No building shall be erected, altered or be placed or be permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars.

*Dist. Clerk*  
39220 4-1-02  
*John W. Allen*

#### B. DWELLING COST, QUALITY AND SIZE.

No dwelling shall be permitted on any lot at a cost of less than SIX THOUSAND DOLLARS (\$6,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially and same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story porches, carports and garages, shall not be less than 600 square feet; Except for lots No. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 shall not have a living floor area of less than 1,000 Square feet.

A Mobile Home may be placed on any lot except lots No. 15 through 32, 143 through 153, 55 through 75, 127 through 142, and lot 102. No Mobile Home less than 10 feet in width and 50 feet in length shall be placed on any lot.

#### C. BUILDING LOCATION.

No building shall be located on any lot nearer than 25 feet to the front property line or nearer than 15 feet to any Side street line, or nearer than 5 feet to any interior lot line, or nearer than 5 feet to any rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

#### D. LOT AREA AND WIDTH.

No dwelling shall be erected or placed on any lot having a width of less than 75 feet nor shall any dwelling be erected or placed on any lot having an area less than 16,000 square feet.

#### E. EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, if such are shown, and if not such easements are left to the discretion of R.H. Base and Rose L. Base for the best interest of all concerned.

#### F. NUISANCES.

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In this regard, no livestock or other commonly known farm animals may be kept or bred. Household pets may be kept, but not for commercial purposes. No lot or Tract may or shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste incidental to the use of the property as herein provided shall be kept in a sanitary manner.

#### G. TEMPORARY STRUCTURES.

No structure of a temporary character, basement, tent, shack, garage, or barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

H. WATER AND SEWAGE.

The sources of water supply for Tanglewood No. 4 Subdivision shall meet the requirements of and be in conformity with the regulations promulgated by the Arkansas State Department of Public Health. All sewage disposal shall be by septic tank or as specified in any Improvement District contract, or as provided by a municipality in the event of attachment to the sewage system of any municipality.

I. SIGHT DISTANCES AT INTERSECTIONS.

No fence, wall, hedge or shrub which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight lines limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

II

GENERAL PROVISIONS

A. TERM OF THE COVENANTS.

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty-five years from the date when these covenants are recorded, after which said period of twenty-five years, these covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by a majority of the then owners of the lots in Tanglewood No. 4 Subdivision has been recorded agreeing to change of these covenants in whole or in any part.

B. ENFORCEMENT.

Enforcement of these covenants shall be by proceedings at law or in equity against any and all persons violating or attempting to violate any covenant, either to restrain violation or to recover damages for violation.

C. SEVERABILITY.

Invalidation of any one of these covenants by any judgement or by court order shall in no wise affect any of the other covenants or provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners have caused this instrument to be signed on this \_\_\_\_\_ day of July, 1967.

Approved:

John A. Rife  
John A. Rife

Evelyn S. Rife  
Evelyn S. Rife

R.H. Base  
R.H. Base

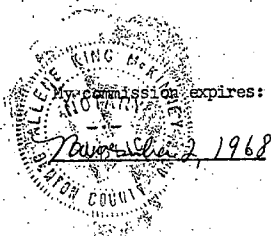
Rose L. Base  
Rose L. Base

ACKNOWLEDGMENT

STATE OF ARKANSAS )  
COUNTY OF BENTON ) SS.

BE IT REMEMBERED That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, R. H. Base and Rose L. Base, husband and wife, to me well known as the Owners in the foregoing Protective Covenants for Tanglewood No. 4 Subdivision, and stated that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 10<sup>th</sup> day of July, 1967.



Allen King McKinney  
Notary Public

Return.  
Bob Base  
Box 216 - Rogers, Ark.

BOOK 392 PAGE 532  
FILED FOR RECORD  
At 2:30 O'Clock P. M.

NOV 8 1967

JOSEPHINE R. HEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.

FIRST AMENDMENT TO PROTECTIVE COVENANTS  
for  
TANGLEWOOD NO.4 SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are a majority of the owners of the lots, and area of land, within "Tanglewood No.4 Subdivision" shown by Benton County, Arkansas, Plat Record "H" at page 121 thereof; and, pursuant to the provisions of the Protective Covenants for Tanglewood No.4 Subdivision, shown at Benton County, Arkansas, Deed Record 389 at pages 591-594 thereof, the undersigned desire to amend such protective covenants:

NOW, THEREFORE, said Protective Covenants for Tanglewood No.4 Subdivision, Section I, Paragraph B, are amended by deleting said portion and substituting therefor the following:

No dwelling shall be permitted on any lot at a cost of less than SIX THOUSAND DOLLARS (\$6,000.00) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially and same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story porches, carports and garages, shall be not less than 600 square feet; Except for Lots No.15,16,17,18,19,20, 21,22,23,24,25,26,27,28,29,30,31 and 32 shall not have a living floor area of less than 1,000 square feet.

All other provisions of said covenants shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed on this 8 day of November 1967.

John A. Rife  
John A. Rife

R.H. Base  
R.H. Base

Evelyn S. Rife  
Evelyn S. Rife

Rose L. Base  
Rose L. Base

STATE OF ARKANSAS X  
COUNTY OF BENTON X SS

Be it remembered that before me a notary public, duly commissioned, qualified, and acting, within and for the county and state aforesaid, appeared John A. Rife, Evelyn S. Rife, R.H. Base, and Rose L. Base, known to me to be the parties who signed their names hereinabove and stated that they had done so for the purposes therein expressed.

WITNESS my hand and seal this 8 day of November, 1967.  
COUNTY OF BENTON X  
my com. exp: 2-17-70 h. e. m. m. d. NOTARY PUBLIC

R. H. Base - 1807 S. Monticello Road - Rogers, Ark.



452 PAGE 565

FILED FOR RECORD  
At 3:25 O'Clock P. M.

DEC 15 1972

JOSEPHINE R. HEYLAND  
Clerk and Recorder  
BENTON COUNTY, ARK.

FIRST AMENDMENT  
to  
PROTECTIVE COVENANTS FOR TANGLEWOOD NO. 4 SUBDIVISION

We, the undersigned, being a majority of the owners of the lots covered by the "Protective Covenants for Tanglewood No. 4 Subdivision" shown at Benton County, Arkansas, Deed Record 389 at pages 591/594 thereof, pursuant to the provisions of Part II, A thereof, do hereby amend Part I, D, to read as follows:

No dwelling shall be erected or placed on any lot having a width of less than 75 feet, nor shall any dwelling be placed on any lot having an area less than 16,000 sq. ft. with the exception of lots 16 through 21 where the minimum area shall not be less than 12,000 sq. ft.

All other terms and provisions of said Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment is hereby executed this 22 day of November, 1971.

R. H. Base  
R. H. BASE

Rose L. Base  
ROSE L. BASE

STATE OF ARKANSAS)  
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 R. H. BASE and ROSE L. BASE, husband and wife, known to me to be the persons who executed the foregoing instrument, and did acknowledge that they had done so for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 22 day of November, 1971.

My Commission Expires:

11/20/1972

Margaret B. Little  
NOTARY PUBLIC

Benton Co. Abstract

52

93 63779

FILED FOR RECORD  
At 10:22 O'clock 11 M

SEP 23 1993

AMENDED  
PROTECTIVE COVENANTS  
TANGLEWOOD NO. 4  
AND TANGLEWOOD NO. 5

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

The undersigned, being a majority of the owners of all the lots in the subdivisions described in this instrument, establish and create the following Amended Protective Covenants, which shall apply in their entirety to the following described lands located in Benton County, Arkansas:

TANGLEWOOD NO. 4 Subdivision as shown by Benton County, Arkansas, Plat Record "H" at Page 121, and Deed Record 389 at Pages 591-594, July 10, 1967, described as follows: A parcel of land lying in Section 14, T-19-N, R-28-W, Benton County, Arkansas, and more particularly described as follows: Beginning at the SW Corner of the SE 1/4, NW 1/4, Section 14; thence North 1320 feet to the NW Corner of the SE 1/4, NW 1/4, Section 14; thence East 990 feet; thence South 165 feet; thence N 71 degrees 34' E. 521.78 feet; thence South 330 feet; thence N 63 degrees 26' E 368.95 feet; thence East 825 feet; thence South 825 feet; thence South 45 degrees W 466.69 feet; thence East 165 feet; thence S 45 degrees E 233.34 feet; thence South 165 feet; thence S 38 degrees 40' West 1056.51 feet; thence West 165 feet; thence N 45 degrees W 700.04 feet; thence North 660 feet; thence West 1320 feet to the Point of Beginning, containing 98.44 acres more or less.

TANGLEWOOD NO. 5 as shown by Benton County, Arkansas, Plat Record "H" at Page 121.

Stephen Lee Wood, et al

14043

## I. COVENANTS

A. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height. A private garage is permitted. A carport building is also permitted and shall be attached to the dwelling. (See Section "G") If two or more adjacent lots have a common owner, then the common lot line or lines of the lots may be considered to be removed and the lots considered as one for compliance. "Ground floor" shall mean heated and cooled living space on one level. The ground floor area of the main structure, exclusive of one story porches, carports, and garages on one level, shall not be less than 1200 square feet.

B. PROHIBITED STRUCTURES. Any residential structure originally built on a metal framework with axles and or with wheels attached, or any residential structure that was originally built with the capability of being towed by a vehicle shall not be used as a permanent residence. Provided, such a structure may be used as a temporary residence for a period not to exceed twelve (12) months from the starting date of construction of a residence described in Section A.

C. BUILDING LOCATION. No building shall be located nearer than twenty-five (25) feet to the front lot line or roadway, which ever is greater; or nearer that fifteen (15) feet to any interior lot line; or nearer than five (5) feet to any rear lot line or as directed by the U. S. Army Corps of Engineers rules.

For the purpose of this covenant, eaves, steps , and open porches shall be considered a part of the building.

D. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than seventy-five (75) feet. No dwelling shall be erected or placed on a lot having an area of less than 16,000 square feet.

E. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. All easements, whether or not shown on the recorded plats, are to be not less than six feet (6) in width.

F. NUISANCES: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood. Household pets may be kept provided that kennels are not maintained or such activity is done for any commercial purposes. No lot or tract may or shall be used for camping or maintained as a dumping area for rubbish or waste materials. Trash, garbage, or other waste incidental to the use of the property as herein described shall be kept in an enclosed sanitary container. No agriculture of any nature or manner shall be allowed nor shall live stock be kept on any lot.

G. TEMPORARY STRUCTURES: No structure of a temporary character, basement, tent, shack, garage, barn is permitted. One storage building is permitted but must appear compatible and acceptable with the surrounding buildings, must not exceed 160 square feet in size, and shall not be used as a residence.

Any storage building must not be located nearer than 50 feet from any street easement line. No storage building will be allowed on a lot unless there is also a residence on the lot. Also, outside storage is not permitted unless there is a residence on the lot.

H. WATER & SEWAGE: All sources of water supply and all sewage disposal facilities shall meet the minimum requirements and be in conformity with the regulations promulgated by the Arkansas State Department of Public Health, those rules applied by the U. S. Army Corps of Engineers, and Benton County, Arkansas.

I. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub that obstructs a sight-line at elevation between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the streets property lines. The same sight-lines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with edge of a driveway or alley. No tree shall be permitted to remain within such distance of such an intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the sight-line.

J. GRANDFATHER CLAUSE FOR CURRENT OWNERS: These covenants will apply to all construction began subsequent to the effective date of these covenants. Anything which has been done, or conditions that exist as of the effective date of these covenants which may be in violation of these covenants, but not in violation of the old covenants, shall not be required to be corrected to otherwise comply with these covenants.

## II. GENERAL PROVISIONS

A. TERM OF THE COVENANTS: These covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty-five years (25) from the date when these covenants become effective.

After a period of twenty-five years these covenants shall automatically extend for successive periods of ten (10) years each, unless an instrument signed by the then owners of a majority number of the lots or values within the three subdivisions has been recorded agreeing to change these covenants in part or whole. These covenants may be amended at any time by the owners of a majority of the combined number of lots or values in the three (3) subdivisions.

B. ENFORCEMENT: Enforcement of these covenants shall be by proceedings at law or in equity against any and all persons violating or attempting to violate any covenant herein, either to restrain violation or to recover damages for violations. The Tanglewood Area Property Owners Association, Inc., shall be the enforcement agency of these protective covenants. Any owner shall, also, be entitled to enforce these covenants.

C. SEVERABILITY: Invalidation of any one of these covenants by any judgment or by Court Order shall in no way affect any of the other covenants or provisions herein, which shall remain in full force and effect. These covenants shall supersede all prior covenants and amendments.

D. INTENTION: It is our express intention that these Amended Protective Covenants apply to each subdivision describe above and that all three subdivisions be considered a single entity for purposes of enforcing and amending these Protective Covenants.

IN WITNESS WHEREOF, this instrument is executed this 16th day of September, 1993.

Subdivision	Lot	Signature
#4-36-10-9-8-7-6-11		Carl E. Blum
#4. 36. 6-11		Robert L. Roberg
#4	#19+20	Arthur C. Moline
#4	17+20	Lafayette Moline
#4	136+137	Heise H. Close
#4	143 thru 150	William H. Saffins
#4	100+101	Barbara A. Lile
#4	80	Mary C. Martin
#5	6	Burdell Martin
#5	6	Carl D. Merrill
#5	15	Robert A. Merrill
#5	15	Robert A. Merrill
#5	8	Charles A. Harman
#5	8	Jacques L. Harman
#4	74	Dorothy B. Bird
#4	92-96	July Lutz
#4	92-96	David Lutz
#4	125-127	Joan Lutz
#4	125-127	Jack S. Weiselt
#4	109-109	Larry N. M. Wey
#5	1+2	

#4 85 86-87 Dr. Arline Morgan  
 #4 85 86-87 Ethel Wagner 93-63785  
 #4 81 Bette Sue McCord  
 #4 129-132 John F. Mehnert  
 #4 97-99  
 #4 106-7-12  
 #4 113-115 + 116  
 #4 28, 27, 30 Burl H. Martin  
 #4 28, 27, 30 John Marlin  
 #4 28, 27, 30 Jean Marlin  
 #4 28, 27, 30 Carl Leatherwood

# ACKNOWLEDGMENT

STATE OF ARKANSAS  
 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 Carl L. Aberg, Astrid L. Aberg, Arthur C. Moline, Lavergne J. Moline, Therese M. Close, William W. Sullens, Barbara A. Gile, Mary C. Martin, Burl H. Martin, Carol G. Merrill, Robert A. Merrill, Charles A. Harren, Jacque L. Harren, Dorothy B. Bird, Judy Lutes, Dick Lutes, Joan Welfelt, Jack S. Welfelt, Larry W. McCoy, Dr. Arline Moozer, Ethel Wagner, Bette Sue McCourt, John F. Mehnert, Robert J. Gelin, Dolores A. Gelin, John Marlin, Jean Marlin, and Carl Leatherwood, known to me to be the persons who executed the forgoing deed 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 16th day of September, 1993.

Charles A. Rosenthal  
 Notary Public

My commission expires: 06-30-2003

34401/0133





Subdivision	Lot	Signature
#4	104	Everett Rose - Charles A. Rosenthal POA
#4	105	Margaret Rose - Charles A. Rosenthal POA
#4	37	Donald Frantz - Charles A. Rosenthal POA
#4	37	Patricia Frantz - Charles A. Rosenthal POA
#4	102	Frank C. Kennedy - Charles A. Rosenthal POA
#4	103	Edna E. Kennedy - Charles A. Rosenthal POA
#4	104	Arless D. Thrasher - Charles A. Rosenthal POA
#4	105	Janis Thrasher - Charles A. Rosenthal POA
#4	106	Dolores Queenston - Charles A. Rosenthal POA
#4	107	Donald C. Gabriel - Charles A. Rosenthal POA
#4	108	Trula L. Gabriel - Charles A. Rosenthal POA
#5	3+4	Charles A. Rosenthal
#5	3+4	Augustine A. Rosenthal

# ACKNOWLEDGMENT

STATE OF ARKANSAS  
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 C. A. Rosenthal as power of attorney for Everett Rose and Margaret Rose, Donald Frantz and Patricia Frantz, Frank C. Kennedy and Edna E. Kennedy, Arless D. Thrasher and Janis Thrasher, Dolores A. Queenston, Donald C. Gabriel and Trula L. Gabriel, known to me to be the person who executed the forgoing deed 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 16 day of Sept, 1993.

Danna Luttikammer  
Notary Public

My commission expires: 10 Dec 2002

93-63786-A

ACKNOWLEDGMENT

STATE OF ARKANSAS  
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 C. A. Rosenthal and Jacqueline L. Rosenthal, known to me to be the person or persons who executed the forgoing 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 16 day of Sept, 1993.

Donna Puttkammer  
Notary Public

My commission expires: 10 Dec 2002

34401/0133

IN WITNESS WHEREOF, this instrument is executed this 4th day  
of June, 1993.

Subdivision	Lot	Signature
<u>Tanglewood IV</u>	<u>128</u>	<u>Elsie Draper</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

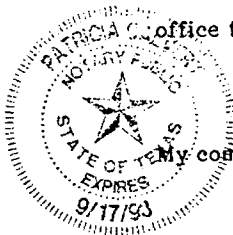
[Repeat as Necessary]

#### ACKNOWLEDGMENT

STATE OF ~~ARKANSAS~~ TEXAS  
COUNTY OF ~~BENTON~~ BASTROP

Be it remembered, that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Elsie Draper and \_\_\_\_\_, known to me to be the persons who executed the forgoing deed 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 4th day of June, 1993.



Patricia Calvert  
Notary Public

My commission expires: 9-17-93

34401/0133

[NOTE: Each signature must be acknowledged]

Page Seven

93 63788

LIMITED POWER OF ATTORNEY

STATE OF WASHINGTON  
COUNTY OF PIERCE

I/We, Everett Rose and Margaret Rose,  
appoint Charles A. Rosenquist, to serve as my/our attorney in fact  
and to affix my/our signature(s) to the Amended Protective Covenants  
for Tanglewood No. 4 and Tanglewood No. 5 which will be filed with the  
land records of Benton County, Arkansas.

I am/We are the owner(s) of the following described lot located  
within the following described subdivision:

LOT 104 + LOT 105 Tanglewood No 4 Beaver  
Lake

I/We understand and bind myself/ourselves to the terms of this  
instrument.

Everett Rose  
Everett Rose  
Margaret Rose

ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF PIERCE

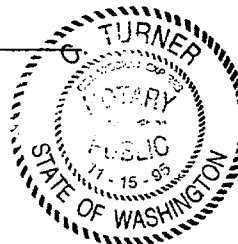
Be it remembered, that before me, a Notary Public, duly  
commissioned, qualified and acting, within and for the state and county  
aforesaid, appeared Everett Rose  
and Margaret Rose, known to me to be the person or persons who  
executed the forgoing instrument and did acknowledge that such had been 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 August, 1993.

Turner  
Notary Public

My commission expires: 11-15-95

5771s



LIMITED POWER OF ATTORNEYSTATE OF Ark  
COUNTY OF Benton

I/We, Pat & Don Frantz and \_\_\_\_\_,  
 appoint Charles H. Bennett, to serve as my/our attorney in fact  
 and to affix my/our signature(s) to the Amended Protective Covenants  
 for Tanglewood No. 4 and Tanglewood No. 5 which will be filed with the  
 land records of Benton County, Arkansas.

I am/We are the owner(s) of the following described lot located  
 within the following described subdivision:

BL L 37 Tanglewood #4

I/We understand and bind myself/ourselves to the terms of this  
 instrument.

Donald Frantz  
Patricia Frantz

ACKNOWLEDGMENTSTATE OF ARKANSAS  
COUNTY OF PULASKI

Be it remembered, that before me, a Notary Public, duly  
 commissioned, qualified and acting, within and for the state and county  
 aforesaid, JANETTE BURKETT appeared PAT & DON FRANTZ  
 and \_\_\_\_\_, known to me to be the person or persons who  
 executed the forgoing 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 21<sup>ST</sup> day of April, 1993.

Janette Burgett  
 Notary Public

My commission expires: My Commission Expires 10-1-2002

LIMITED POWER OF ATTORNEY

93 63790

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

I/We, FRANK C  
AND EDNA E KENNEDY and \_\_\_\_\_,  
appoint Charles A. Rowenthal, to serve as my/our attorney in fact  
and to affix my/our signature(s) to the Amended Protective Covenants  
for Tanglewood No. 4 and Tanglewood No. 5 which will be filed with the  
land records of Benton County, Arkansas.

I am/We are the owner(s) of the following described lot located  
within the following described subdivision:

LOTS 102 AND 103 AND LOT 114 TANGLEWOOD #4

I/We understand and bind myself/ourselves to the terms of this  
instrument.

Frank C. Kennedy  
Edna E. Kennedy

ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

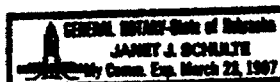
Be it remembered, that before me, a Notary Public, duly  
commissioned, qualified and acting, within and for the state and county  
aforesaid, appeared FRANK C  
and EDNA E KENNEDY, known to me to be the person or persons who  
executed the forgoing instrument and did acknowledge that such had been so  
executed for the consideration and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of  
office this 19 day of August, 1993.

Janet J. Schulte  
Notary Public

My commission expires: 3/23/97

5771s



LIMITED POWER OF ATTORNEY

STATE OF Arkansas  
 COUNTY OF \_\_\_\_\_

I/We, Arlis D. Thrasher and Opie Thrasher,  
 appoint Charles B. Rosenthal, to serve as my/our attorney in fact  
 and to affix my/our signature(s) to the Amended Protective Covenants  
 for Tanglewood No. 4 and Tanglewood No. 5 which will be filed with the  
 land records of Benton County, Arkansas.

I am/We are the owner(s) of the following described lot located  
 within the following described subdivision:

L 160 Tanglewood No 4

I/We understand and bind myself/ourselves to the terms of this  
 instrument.

Arlis D. Thrasher  
Opie Thrasher

ACKNOWLEDGMENT

STATE OF Arkansas  
 COUNTY OF Boone

Be it remembered, that before me, a Notary Public, duly  
 commissioned, qualified and acting, within and for the state and county  
 aforesaid, people appeared Arlis Thrasher  
 and Jan Thrasher, known to me to be the person or persons who  
 executed the forgoing 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 19th day of August, 1993.

Penny J. Case  
 Notary Public

PENNY CASE  
 NOTARY PUBLIC  
 BOONE COUNTY ARKANSAS  
 COMMISSION EXPIRES 10-21-96

My commission expires: 10-21-96

LIMITED POWER OF ATTORNEY

93 63792

STATE OF ARKANSAS  
COUNTY OF BENTONVILLE

I/~~we~~, DOLORES QUEENSEN and \_\_\_\_\_,  
appoint Charles A. Pountney, to serve as my/our attorney in fact  
and to affix my/our signature(s) to the Amended Protective Covenants  
for Tanglewood No. 4 and Tanglewood No. 5 which will be filed with the  
land records of Benton County, Arkansas.

I am/~~we~~ are the owner(s) of the following described lot located  
within the following described subdivision:

L-77-78-79 TANGLEWOOD NO. 4 BEAVER LAKE

I/~~we~~ understand and bind myself/ourselves to the terms of this  
instrument.

Dolores A. Queenen

ACKNOWLEDGMENT

STATE OF Missouri  
COUNTY OF St. Louis  
CITY

Be it remembered, that before me, a Notary Public, duly  
commissioned, qualified and acting, within and for the state and county  
aforesaid, appeared DOLORES QUEENSEN  
and \_\_\_\_\_, known to me to be the person or persons who  
executed the forgoing 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 18th day of August, 1993.

Eileen M. Perck  
Notary Public

My commission expires: April 24, 1997

5771s



LIMITED POWER OF ATTORNEY

93 63793

STATE OF Florida  
COUNTY OF Hillsborough

I/We, Donald C. Gabriel and Taula L. Gabriel,  
appoint Charles A. Rosenthal, to serve as my/our attorney in fact  
and to affix my/our signature(s) to the Amended Protective Covenants  
for Tanglewood No. 4 and Tanglewood No. 5 which will be filed with the  
land records of Benton County, Arkansas.

I am/We are the owner(s) of the following described lot located  
within the following described subdivision:

Lots 76, 110, 111, 117, 118, 119 120 and 121  
of Tanglewood No. 4 Beaver Lake, Benton Co. Arkansas

I/We understand and bind myself/ourselves to the terms of this  
instrument.

Donald C. Gabriel  
Taula L. Gabriel

ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Hillsborough

Be it remembered, that before me, a Notary Public, duly  
commissioned, qualified and acting, within and for the state and county  
aforesaid, appeared Donald C. Gabriel  
and Taula L. Gabriel, known to me to be the person or persons who  
executed the forgoing 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 16<sup>th</sup> day of August, 1993.

Kathleen M. Pulido  
Notary Public

My commission expires: May 13, 1997

5771s



94 007761

FILED FOR RECORD  
At 10:40'clock A M

FEB 02 1994

DECLARATION OF ACCEPTANCE  
OF AMENDED PROTECTIVE COVENANTS  
OF TANGLEWOOD NO. 4  
AND TANGLEWOOD NO. 5

SUE HODGES  
Clerk and Recorder  
BENTON COUNTY, ARK.

1. We, Martin Engber and J. Lorraine Engber, are the owners of the following:

Lot 7, TANGLEWOOD NO. 5, Benton County, Arkansas.

2. We, Frankie A. Bush and Barbara L. Bush, are the owners of the following:

Lots 4, 5, 44 and 45, TANGLEWOOD NO. 4, Benton County, Arkansas.

3. We accept the Amended Protective Covenants of Tanglewood No. 4 and Tanglewood No. 5 filed for record on 23 September 1993 at Instrument No. 93-63779 and declare our respective properties bound by such Amended Protective Covenants.

4. We have appointed Charles A. Rosenthal as our power of attorney to execute this document.

Charles A. Rosenthal  
Martin Engber

By Charles A. Rosenthal, my attorney in fact

Charles A. Rosenthal  
J. Lorraine Engber

By Charles A. Rosenthal, my attorney in fact,

Charles A. Rosenthal  
Frankie A. Bush

By Charles A. Rosenthal, my attorney in fact

Charles A. Rosenthal  
Barbara L. Bush

By Charles A. Rosenthal, my attorney in fact,

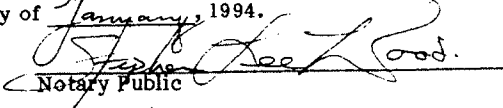
10-50

ACKNOWLEDGMENT

STATE OF ARKANSAS  
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 Charles A. Rosenthal as power of attorney for Martin Engber and J. Lorraine Engber, Frankie A. Bush and Barbara L. Bush, known to me to be the persons who executed the forgoing 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 28th day of January, 1994.

  
Notary Public

My commission expires: 11/2/99

This instrument prepared by:  
Stephen Lee Wood, P. A.  
224 South Second Street  
Rogers, Arkansas 72756  
50551

STEPHEN LEE WOOD  
NOTARY PUBLIC - ARKANSAS  
BENTON COUNTY  
COMMISSION EXPIRES NOV. 2, 1999

02057220

20

**SECOND AMENDED  
PROTECTIVE COVENANTS  
FOR TANGLEWOOD NO. 4  
AND TANGLEWOOD NO. 5  
BENTON COUNTY, ARKANSAS**

**FILED FOR RECORD**  
At 1038 O'Clock a M

APR 01 2002

**SUE HODGES**  
Clerk and Recorder  
Benton County, ARK.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a majority of the Owners of all the lots in Tanglewood No. 4 and Tanglewood No. 5, in Benton County, Arkansas, and the plats thereof appearing of record in the office of the Recorder of Benton County, Arkansas, in Plat Record "H" at Page 121, Deed Record 389 at Pages 591-594; and

WHEREAS, there have previously been filed protective covenants restricting the use of said subdivision and the Amended and Restated Covenants filed for record on September 23, 1993, as Document No. 93-63779 of the Benton County Real Estate Records; and

WHEREAS, Owners desire to further amend said Covenants and clarify the use of the property for the highest of residential uses and to restrict its uses as such;

NOW, THEREFORE, the Owners do hereby amend said Covenants and declare as follows:

1. Section B, Prohibited Structures, is hereby substituted and replaced with the following terms and provisions:

"B. PROHIBITED STRUCTURES. Only residential structures constructed on-site from raw building materials will be allowed as permanent residences. The following structures may not be used as permanent residences:

- (1) any residential structure originally built on a metal framework with axles and/or with wheels attached
- (2) any residential structure that was originally built with the capability of being towed or hauled by a vehicle
- (3) any residential structure commonly known as a mobile home, modular home, or prefabricated home, and
- (4) any other residential structure that is manufactured elsewhere and assembled on-site.

Provided, such a structure may be used as a temporary residence for a period not to exceed twelve (12) months from the starting date of construction of a residence described in Section A above."

2. Section G, Temporary Structures, is hereby substituted and replaced with the following terms and provisions:

G. TEMPORARY STRUCTURES. No structure of a temporary character, such as a basement, tent, shack, garage or barn is permitted. One storage building is permitted but must

Boyd Timmons  
~~201608~~  
20618 Dogwood Rd.  
Kearney, MO 64702  
72756

6693

appear compatible and acceptable with the surrounding buildings, must not exceed 240 square feet in size, and shall not be used as a residence. Any storage building must not be located nearer than fifty (50) feet from any street easement line. No storage building will be allowed on a lot unless there is also a residence on the lot. Also, outside storage is not permitted unless there is a residence on the lot.

3. Except as specifically herein modified, the Amended Covenants for Tanglewood No. 4 and Tanglewood No. 5, filed for record September 23, 1993, as set forth above, shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed this 28 day of March, 2003.

SUBDIVISION	LOT	PRINTED NAME	SIGNATURE
#4	84	William Witrofski	<i>William Witrofski</i>
#4	106, 107, 112, 113 115-116	RONALD W. BRADFORD	<i>Ronald W. Bradford</i>
#4	19-20	Allan S. Rehm	<i>Allan S. Rehm</i>
#4	82, 83	Wesley A. Cottrell	<i>Wesley A. Cottrell</i>
#5	#5	Dwain Cooper	<i>Dwain Cooper</i>
#4	12, 13, 32, 33, 34, 35	ROGER SPERRY	<i>Roger Sperry</i>
#5	#7+8	JANICE PARKER	<i>Janice Parker</i>
#4	31	Lamuel A. Young	<i>Lamuel A. Young</i>
#4	37	Janet Willis	<i>Janet Willis</i>
	38, 39, 40, 41, 43, 47, 48, 49, 50, 51, 52, 53		
#5	15	CAROL MERRILL	<i>Carol Merrill</i>
#5	12-7	Robert Godfrey	<i>Robert Godfrey</i>
#5	7	Burt MARTIN	<i>Burt Martin</i>
#4	81, 82, 80	Kim Lorence (JTK)	<i>Kim Lorence</i>
#4	92, 93, 94 95, 96	Dick Lutero	<i>Dick Lutero</i>

SUBDIVISION

LOT

PRINTED NAME

SIGNATURE

CARLA + KEVIN MEYERS

Carla Meyers

1. 4

95, 125, 126  
127, 128

JACK SWELFELT

Jack S. Pfeiffer

10

3. 4

Gayd Timmons

Rayd Zimmer

#4

143-155

William + Marita Sullins

Marita Sullivan

30 P. 2  
02057223

appear compatible and acceptable with the surrounding buildings, must not exceed 240 square feet in size, and shall not be used as a residence. Any storage building must not be located nearer than fifty (50) feet from any street easement line. No storage building will be allowed on a lot unless there is also a residence on the lot. Also, outside storage is not permitted unless there is a residence on the lot.

3. Except as specifically herein modified, the Amended Covenants for Tanglewood No. 4 and Tanglewood No. 5, filed for record September 23, 1993, as set forth above, shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed this 27 day of March, 2001.

[illegible]

02057224

ACKNOWLEDGMENT

STATE OF ARKANSAS     )  
                                  )ss  
COUNTY OF BENTON     )

ON THIS DAY before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared those whose names are printed above, to me well known or satisfactorily proven to be a majority of the owners of all the lots of Tanglewood No. 4 and Tanglewood No. 5, the parties in the foregoing instrument and stated that they had executed the above and foregoing instrument for the consideration, uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 28<sup>th</sup> day of March, 2002

Eva D. Oehlhausen  
NOTARY PUBLIC

My Commission Expires:  
July 28, 2005





June 20, 2015

Brenda DeShields-Circuit Clerk  
Benton County, AR  
Book/Pg: 2016/4958  
Term/Cashier: CASH2/Laura L. Tway  
01/29/2016 8:49:49AM  
Tran: 364224  
Total Fees: \$20.00

CHANGES INCORPORATED TO THE ATTACHED  
THIRD AMENDED  
PROTECTIVE COVENANTS  
FOR TANGLEWOOD NO.4  
AND TANGLEWOOD NO.5  
BENTON COUNTY, ARKANSAS

WHEREAS, a majority of the Owners of all the lots in Tanglewood No.4 and Tanglewood No. 5, in Benton County, Arkansas, and the plats thereof appearing of record in the office of the Recorder of Benton County, Arkansas, Plat Record "H" at Page 121, Deed Record 389 at Pages 591-594; and

WHEREAS, there have previously been filed protective covenants restricting the use of said subdivision and the Amended and Restated Covenants filed for record on April 1, 2002 as Document No. 02057220 of the Benton County Real Estate Records; and

WHEREAS, Owners desire to further amend said Covenants and clarify the use of the property for the highest residential uses and to restrict its uses as such;

NOW THEREFORE, the Owners do hereby amend said Covenants and declare as follows:

1. SECTION A: Land Use and Building Type

REMOVE THE FOLLOWING: A private garage is permitted. A carport is permitted and shall be attached to the dwelling.

ADD: A private garage, carport and storage building are permitted.

2. SECTION F: Nuisances

ADD: Disabled vehicles are not permitted to be parked on any lot. For the purposes of this covenant, a disabled vehicle is one that is not licensed and insured.

Book 2016 Page 4958  
Recorded in the Above  
DEED Book & Page  
01/29/2016

3. SECTION G: Temporary Structures

REMOVE THE FOLLOWING: One (1) storage building is permitted but must appear compatible and acceptable with surrounding building and must not exceed 240 square feet in size and shall not be used as a residence. Any storage building must not be located nearer then Fifty (50) feet from any street easement line.

ADD: A storage building is permitted, but must appear compatible and acceptable with surrounding buildings. It cannot exceed the square footage of the ground floor of the dwelling on said lot. This is in addition to the 240 square foot building indicated in the previous covenants.

4. SECTION J: Grandfather Clause for Current Owners

REMOVE THE FOLLOWING: All of Section J.

ADD: To read as follows: As of the effective date of these changes, anything regarding buildings which have been done previously, which may be in violations of these covenants, shall not be required to be corrected.

EXCEPT as specifically herein modified, the Amended Covenants for Tanglewood No.4 and Tanglewood No. 5, filed for record April 1, 2002, as set forth above, shall remain in full force and effect.

Benton County, AR  
I certify this instrument was filed on  
01/29/2016 8:49:49AM  
and recorded in DEED Book  
2016 at pages 4958 - 4959  
Brenda DeShields-Circuit Clerk