

02057220

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

FILED FOR RECORD  
At 10:38 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.  
Hogers, AR 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 Witoski	<i>William Witoski</i>
#4	106, 107, 112, 113 115-116	RONALD W. BRADFORD	<i>Ronald W. Bradford</i>
#4	19-20	Allan S. Rehme	<i>Allan S. Rehme</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, 42, 47, 48, 49, 50, 51, 52, 53		
#5	15	CAROL MERRILL	<i>Carol Merrill</i>
#5	12-17	Robert Godfrey	<i>Robert Godfrey</i>
#5	7	Burt Martin	<i>Burt Martin</i>
#4	81, 82, 80	Kym Lorence (JFK)	<i>Kym Lorence</i>
#4	42, 43, 44 45, 46	Dick Lutero	<i>Dick Lutero</i>

02057222

SUBDIVISION

LOT

PRINTED NAME

SIGNATURE

CARLA + KEVIN MEYERS

Carla Meyers

14

95, 125, 126  
127, 128

JACK S WELFEL

Jack S. Pfeiffer

4-11

34

Sayd Timmons

Rayd Timmons

7

143-155

William & Marita Sullins

Marita Sullivan



02057224

ACKNOWLEDGMENT

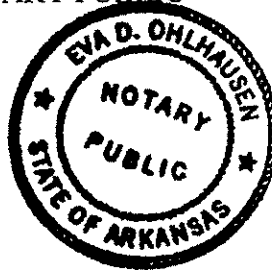
STATE OF ARKANSAS     )  
                                      )ss  
COUNTY OF BENTON     )

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, 2005

Eva D. Ohlhausen  
NOTARY PUBLIC

My Commission Expires:  
July 28, 2005



52  
93 63779

FILED FOR RECORD  
At 4:25 O'clock P.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

19043

## 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 S. Blum
#4. 36. 6-11		Robert L. Rhoads
#4	#19+20	Arthur C. Moline
#4	17+20	Ladysmith Moline
#4	136+137	Harold H. Close
#4	143 thru 155	William H. Sufline
#4	100+101	Barbara A. Gile
#4	80	Mary C. Martin
#5	6	Burdell Martin
#5	6	Carl D. Merrill
#5	15	Robert D. Merrill
#5	8	Charles A. Hannon
#5	8	Jacques L. Hannon
#4	24	Dorothy B. Bird
#4	92-96	July Lutz
#4	92-96	Shirley Lutz
#4	125-127	Joan Lutz
#4	125-127	Jack S. Weisfeld
#4	109-109	Larry N. M. Lutz
#5	1+2	

#4 85 26-87 Dr. Arline Moyer  
 #4 85 26-87 Ethel Wagner 93-63785  
 #4 81 Bette Sue McCauley  
 #4 129-132 John F. Mehnert  
 #4 97-99 Robert J. Gelin  
 #4 106-7-12 John F. Mehnert  
 #4 113-115-116 John F. Mehnert  
 #4 28,29,30 John Marlin  
 #4 28,29,30 Jean Marlin  
 #4 27,28,29 John Marlin

# ACKNOWLEDGMENT

STATE OF ARKANSAS  
 COUNTY OF BENTON

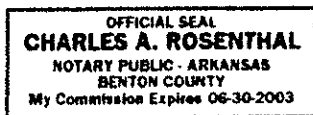
Be it remembered, that before me, a Notary Public, duly commissioned, qualified and acting, within and for the state and county aforesaid, appeared Carl L. Aberg, Astrid L. Aberg, Arthur C. Moline, Lavergne J. Moline, Therese M. Close, William W. Sullens, Barbara A. Gile, Mary C. Martin, Burl H. Martin, 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	100	Janis Thrasher - Charles A. Rosenthal, POA
#4	110	Janis Thrasher - Charles A. Rosenthal, POA
#4	77, 78	Dolores Queenston - Charles A. Rosenthal, POA
#4	79	Dolores Queenston - Charles A. Rosenthal, POA
#4	76, 115, 117	Donald C. Gabriel - Charles A. Rosenthal, POA
#4	115, 117, 118, 121	Donald C. Gabriel - Charles A. Rosenthal, POA
#4	76, 115, 117	Trula L. Gabriel - Charles A. Rosenthal, POA
#4	115, 117, 118, 121	Trula L. Gabriel - Charles A. Rosenthal, POA
#5	344	Charles A. Rosenthal
#5	344	Josephine 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.

Donna Tuttkammer  
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 Tuttkammer  
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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

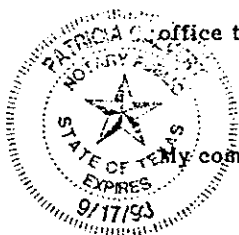
[Repeat as Necessary]

#### 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

95 63788

LIMITED POWER OF ATTORNEY

STATE OF WASHINGTON  
COUNTY OF PURCELL

I/We, Everett Rose and Margaret Rose,  
appoint Charles A. Rosenblatt, 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  
Margaret Rose  
Margaret Rose

ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF PURCELL

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. Burnett, 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 E 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 BURNETT 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 Aug, 1993.

J. J. Little  
 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 Rowntree, 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 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. Rosenblatt, 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. Perak  
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 11th 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 PM

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,

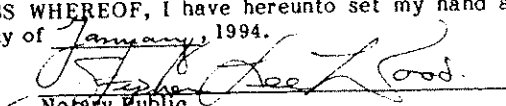
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ACKNOWLEDGMENT

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

