

561

BOOK 406 PAGE 561
FILED FOR RECORD
At 1 O'Clock P. M.

MAY 6 1969

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

PROTECTIVE COVENANTS

for

TANGLEWOOD ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of all of the lots in the lands hereinafter described, do hereby establish and create the following Protective Covenants, which shall apply in their entirety to said lands; said lands being located in Benton County, Arkansas, to-wit:

All of Tanglewood Estates 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 placed, or permitted to remain, on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height, and a private garage for not more than three (3) cars. A mobile home shall not be permitted to be used as a dwelling.

B. Dwelling Cost, Quality, and Size. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon costs 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 material substantially the 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 1100 square feet.

R 72 Base Box 216 Rogers

C. Building Location. No building shall be located on any lot nearer than twenty-five (25) feet to the front property line or nearer than fifteen (15) feet to any side street line, or nearer than five (5) feet to any interior lot line, or nearer than five (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 seventy-five (75) feet nor shall any dwelling be erected or placed on any lot or part of a lot having an area less than one-half ($\frac{1}{2}$) acre.

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 interests 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 which may become an annoyance or a nuisance to the neighborhood. Household pets may be kept provided kennels are not maintained or such is done for commercial purposes. Commonly known farm animals may also be kept, one per acre, provided they do not exceed three (3) per tract of land owned. 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. Any and all "outbuildings" must appear compatible and acceptable with the surrounding area.

H. Water and Sewage. All sources of water supply and all sewage disposal facilities shall meet the minimum requirements of and be in conformity with the regulations promulgated by the Arkansas State Department of Public Health.

I. Sight Distance at Intersections. No fence, wall, hedge, or shrub which obstructs sight line at elevations between two (2) and six (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 twenty-five (25) feet from the intersection of the streets property lines extended. The same sight lines limitation shall apply on any lot within ten (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 (25) years from the date when these covenants are recorded, after which said period of twenty-five (25) years, these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots herein has been recorded agreeing to change these covenants in whole or in 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 judgment 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.

D. Subdivision Committee. A subdivision committee, composed of R. H. Base and Rose L. Base, is hereby created to alter the provisions of these protective covenants to permit the use of the lands herein for multiple family uses under proper circumstance. In the event of a vacancy in the above committee, a successor shall be selected by a majority vote of the then property owners in the above described lands.

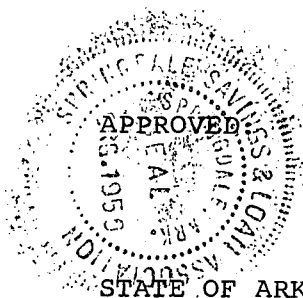
IN WITNESS WHEREOF, this instrument has been executed this 6th day of MAY, 1969.

R. H. Base

R. H. BASE

Rose L. Base

ROSE L. BASE



APPROVED SPRINGDALE SAVINGS & LOAN ASSOCIATION
SPRINGDALE, ARKANSAS

by *Walter A. Sparks*

Vice President

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 affixed their names to the above and foregoing Protective Covenants, and stated that they had executed the same for the considerations, uses, and purposes therein set out.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 6th day of MAY, 1969.

My Commission Expires:

2-17-70

W. M. Witt
NOTARY PUBLIC