

Brenda DeShields-Circuit Clerk  
Benton County, AR  
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Total Fees: \$30.00  
Book 2009 Page 45005  
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DEED Book & Page  
09/03/2009

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CAMELOT ESTATES SUBDIVISION TO THE CITY OF ROGERS, ARKANSAS

The undersigned, being the owners of all lots and land located in Camelot Estates Subdivision, Benton County, Arkansas, and as shown on the recorded plat of said subdivision in Plat Record 2006 \_\_\_\_\_ at Page 1015 \_\_\_\_\_ of the records of Benton County, Arkansas, hereby makes declarations as to the limitations, restrictions, and use to which the lots constituting such subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all of the lots as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit and limitations on all future owners in such subdivision; this declaration of covenants and restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

COVENANTS

1. LAND USE AND ZONING. Each lot shall;
  - A. Have a minimum building set back line from each street, both front or side street, of 25 feet from the lot line.
  - B. Have a minimum set back line from the rear of the lot of 20 feet.
  - C. Have a minimum set back line from the sides of the lot of 8 feet (inside lots only).
  - D. Be used exclusively for detached single family homes, not to exceed two (2) stories in height. All garages and buildings away from houses are not to exceed one (1) story and cannot be used as living quarters.
  - E. Otherwise, conform to the zoning requirements for R1-A areas as defined by the City of Rogers Zoning Code as it now exists.
  
2. DWELLING SIZE AND QUALITY.
  - A. Each two (2) story dwelling shall have a minimum of 2500 square feet of heated living area and each single story home shall have a minimum of 2200 square feet of heated living area. Heated area does not include the garage, porches and breezeways.
  - B. Each dwelling shall have a private attached garage for not less than two (2) automobiles and shall have one (1) 18 foot wide garage door or two (2) 10 foot wide doors (minimum).
  - C. No garage area shall ever be converted into a living area, except a garage of equal size be added elsewhere on lot.
  - D. Exterior finish walls shall be of Brick, Stone ( real or manufactured) or Plaster or a mix thereof, except rear exterior wall material can be builders choice. Trim shall be of vinyl or metal. Vinyl soffit only. Brick, Stone, Metal or Vinyl siding can be used on detached garages and storage buildings. Detached garages must be a minimum of 24' X 14' wide. Each lot can have no more than one storage building with a maximum of 624 sq. ft.

3. FENCES

- A. All fences shall be 6 ft. privacy fences constructed of wood, metal or vinyl material. No weld wire, barbed wire, web wire, poultry netting, or other farm type fencing shall be allowed.
- B. No fences shall be constructed on any lot from the area measuring from the front lot line of said lot.
- C. If any area is fenced, an appropriate access to the easement area shall be provided or otherwise the lot owner shall fence the easement area at the risk of having the fence within the easement area removed without compensation. Meter bases cannot be inside fenced in area. All fences on public easements are subject to the City of Rogers provisions.

4. ARCHITECTURAL CONTROL

- A. No building shall be erected, placed or altered on any lot, including accessory storage buildings, until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. Such plans shall be submitted to the Architectural Control Committee at least 15 days prior to the commencement of construction of the same and the written approval of the Architectural Control Committee shall be required before beginning construction. In this regard, it is the intention and purpose of the covenants contained in this paragraph to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than which can be produced on the day these covenants are recorded and to assure that the exterior design of all dwellings will be aesthetically compatible with the other dwellings in the subdivision. The Architectural Control Committee is composed of Zehm Inc. or its designees, Robert Zehm and Roberta Zehm. The Committee's approval or disapproval as required in this paragraph shall be in writing. Should any plan submitted hereafter fail to be approved or disapproved within the time limit period herein provided, or in any event, if no suit to enjoin the construction proposed has been commenced prior to completion thereof, approval will not be required and related covenants shall be deemed to have been fully complied with.

5. EASEMENTS

- A. Easement for installation and maintenance of utilities (including TV Cables) and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting, pavement or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be mowed and maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible

6. NUISANCES

- A. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be or may become an annoyance or a nuisance to the subdivision. In this regard, no livestock or other commercially grown farm animals may be kept or bred. Household pets may be kept, provided they are not kept or maintained for any commercial purposes. Pets shall not be chained or tied in the yard of a residence for an extended period of time. Grass, weeds and tree sprouts shall be kept neatly cut and shall not be allowed to exceed in height six (6) inches from the ground surface where practical.
- B. Holiday Decorations are to be removed within 30 days of holiday. Clothes lines must be behind a privacy fence and not connected to the residence or storage buildings. No permanent basketball goals may be attached to any part of residence or buildings that can be seen from the street.

7. TEMPORARY STRUCTURES

- A. No structure of a temporary character such as a trailer, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. Homes must be occupied by owner of record and their immediate family or their lessee and their immediate family.

8. OFF STREET PARKING

A. All vehicles, except recreational vehicles, of the respective lot owners shall be parked in the garage or driveway of the respective lot. No parking will be permitted in yards or on sidewalk. One additional concrete driveway will be permitted to park one vehicle. Street parking shall be permitted provided there is no street parking overnight for an extended period of time. Recreational vehicles and equipment, including but not limited to boats, motor homes, travel trailers, ATVs, jet skis, campers and the like shall not be parked or stored within twenty five (25) feet of the front lot line for a period of time exceeding three (3) days. Recreational vehicles and equipment may be allowed to stand on the rear portion of any lot provided their presence is obscured by a privacy fence at least 6 feet in height.

9. GARBAGE AND REFUSE DISPOSAL

A. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or any other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. No lot shall be used for the storage of abandoned vehicles, appliances, or any other equipment unless same is stored in an enclosed garage or accessory building and removed from the visibility of the public. Inoperative vehicles shall not be stored and exposed to the public for more than fifteen (15) days, at which time said vehicles shall be removed at the owner's expense from the visibility of the public.

10. SIGNS

A. No sign of any kind shall be displayed to the public view on any lot, except to advertise the property for sale or rent or safety signs for the benefit of the residents. For a temporary period, not to exceed twenty four (24) hours one sign indicating a yard or garage sale on the premises will be permitted.

11. TRUCK PARKING

A. No trucks or vehicles higher than 8' ft. or more than ¾ ton shall be permitted to park in front area, such as driveway or street. Three day temporary parking only.

12. GENERAL RESTRICTIONS

- A. No antenna, aerial, or other device shall be permitted on or attached to any part of the home and/or garage. Satellite dishes shall be permitted on the rear portion of any lot provided their presence is obscured by a privacy fence at least 6 feet in height.
- B. In the event that any lots are sold and no structure is immediately erected, the owner or owners of such lot or lots shall keep said property mowed and in a sanitary condition at all times.
- C. In the event a home on any lot in said Subdivision is destroyed by fire or otherwise destroyed, the owner of said lot shall raze the structure and clean off the lot and then follow specifications set forth in the above 12B.

13. SIDEWALKS

A. City sidewalks shall be 5 feet wide and be constructed 3 feet behind the curb unless approved otherwise by the City or Developer.

14. DRIVEWAYS

A. All driveways shall extend from the garage to the street and shall be 20 feet minimum width and paved with concrete.

15. Use of the lake and picnic area know as lot 15 is available to all residents of Camelot Estates and to Robert and Roberta Zehm and their heirs.

16. SUBDIVISION AND BUILDING CODES OF THE CITY OF ROGERS

A. Any conflict between subdivision and building codes of the City of Rogers and these protective covenants shall be resolved in favor of the more restrictive provisions.

II

GENERAL PROVISIONS

- A. TERM These protective covenants are to run with the land and shall be binding upon all lot owners, parties, and all persons claiming under them, for a period of twenty five (25) years from the date these covenants are recorded, after which time the protective covenants shall be automatically extended for successive periods of ten (10) years. At any time and from time to time the majority of owners of lots in the subdivision (each lot having one vote, even though there may be more than one owner of such lot and even though an owner may own more than one lot) shall have the authority to change, amend, or rescind these covenants in whole or in part by an instrument signed by them and duly recorded.
- B. ENFORCEMENT Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages or both.
- C. SEVERABILITY Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions but shall remain in full force and effect.

RECORDED PLAT OF SAID SUBDIVISION IN PLAT RECORD 2006 AT PAGE 1015 ON 08/23/2006.

Zehm Inc.

By

*[Handwritten Signature]*  
Robert Zehm President

State of Arkansas  
County of Benton

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS 2nd DAY OF September 2009.

*[Handwritten Signature]*  
Notary Public

My commission Expires: 9/30/2014

Book 2009 Page 45008  
Recorded in the Above  
DEED Book & Page  
09/03/2009  
Benton County, AR  
I certify this instrument was filed on  
09/03/2009 8:10:13AM  
and recorded in DEED Book  
2009 at pages 0045005 - 0045008  
Brenda DeShields-Circuit Clerk

