

2005 3557
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01-24-2005 01:11:30 PM
Brenda Deshields-Circuit Clerk
Benton County, AR

PROTECTIVE COVENANTS

CAMDEN WAY

**A Subdivision in
Benton County, Arkansas**

Book/Pg: 2005/3557
Term/Cashier: CIRCLK01 / DFlirt
Tran: 2695,80924,216836

Recorded: 01-24-2005 13:11:46
DFE Deed

REC Recording Fee
Total Fees: \$ 17.00

17.00
0.00

KNOW ALL MEN BY THESE PRESENTS:

That Pennington Developments, Inc., as owner and developer of all lots in **Camden Way Subdivision** to the City of Rogers, Benton County, Arkansas, hereby enters the following restrictive covenants with respect to said subdivision.

- 1). All lots in said subdivision shall be residential lots, and no structures shall be erected on any of said lots other than one detached, single family dwelling not to exceed two (2) stories from the ground level, to be used for residential purposes. A detached garage is permitted with the same architectural design of said residence. Any dwelling house construction upon any lot shall have at least **1700 square feet of heated area**, excluding porches, garages and breezeways with at least 1000 square feet on the ground floor. Dwellings must have at least a two car garage. Note-(Garage cannot be closed in and used for additional living space)..
- 2). **All homes must meet the following construction guidelines.**
 - A. **The home exterior must be covered with at least 80% masonry (brick, stone, rock or stucco).**
 - B. **All roofs must be covered with architectural type shingle.**
 - C. **All roof overhangs must be twelve (12") inches or more.**
 - D. **Roof pitches will be no less than 8/12 on the front elevations or main roof structure.**
 - E. **Front yards must have sod up to where privacy fence will be placed.**
 - F. **All mailboxes will be of like kind and be uniform throughout subdivision.**
- 3). The owner(s) of each lot shall construct or cause to be constructed a concrete drive connecting garage of said dwelling to the street, said drive or drives being of adequate width to accommodate two or more automobiles in total. No culverts, pipes, or other underground drainage devices shall be constructed or erected at such driveways entrances.
- 4). No fences of any kind shall be constructed between the front building set back line and the curb. "Front" as used herein shall be that portion of a lot between the residence situated thereon and the street abutting said lot. Any fence along or upon any portion of any lot in said subdivision must be wood privacy and not to exceed six feet in height. No cyclone metal fences shall be erected on said lots.

- 5). No dwelling or building or other structure will be allowed to have a carport attached to or on any of the lots of this subdivision.
- 6). No out-building shall be constructed on any lot within said tract which shall exceed 200 square feet in area. Such out-building so permitted shall be constructed so as not to detract from the general appearance of the neighborhood.
- 7). No trailer, mobile home, tent, shack, metal building or other unsightly building or structure, temporary or permanent, shall be erected or used on said lots.
- 8). All lots must be maintained in a neat manner without the accumulation of debris or unsightly growth of grass or weeds
- 9). No clotheslines, garbage cans or wood piles shall be permitted unless concealed so as not to be viewed from the residential street. No unsightly objects shall be allowed to be placed or to remain anywhere on the lots or in the streets of the subdivision.
- 10). There shall be no T.V. , Ham, Citizen Band, Two-way radio or other communication antenna installed on the roof of any structure in said subdivision. Small Satellite receiver dishes can be installed but must be hidden from view.
- 11). No vehicles may be parked overnight in the streets of this subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. Also, no semi-trailer trucks, commercial vehicles, motor-homes, camping vehicles, trailers or boats shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.
- 12). No inoperative or junk motor vehicles or other vehicles shall be permitted to remain upon any lot or lots or in any public streets in said subdivision for a period in excess of two (2) days. And at no time will a motor vehicles be allowed to be parked on said lots other than on the driveway leading to and from the street to the garage. No performing, permitting or allowing repair or maintenance work to any automobile or other vehicle outside a garage and or visible to the street.
- 13). No trade or business shall be carried on upon any lot in said subdivision, nor shall anything be done or performed thereon which may become an annoyance or nuisance to the neighborhood or detrimental to the residential value of any lot in said subdivision, either on the street or on a privately owned lot in said subdivision.
- 14). No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they not become a nuisance to the adjoining lot owners nor kept, bred or maintained for any commercial purpose: and that such house-hold pets must be kept in accordance with the leash law of the City of Rogers, Arkansas.

- 15). No sign of any kind shall be displayed to the public view on any lot except one (1) professional real estate sign of not more than nine (9) square feet for the sale of the property. (This does not apply during construction of the dwelling)
- 16). No noxious or offensive activity shall be carried on any lot.
- 17). Each dwelling should be occupied by no more than one family unit. A family unit might consist of two adults and their children and possibly one or two other family members such as grandparents. Please consult the City of Rogers.
- 18). When fifty percent of the lots have been sold, built on and or occupied, the owners and or residence of said lots in the Camden Way Subdivision shall be required to form a Property Owners Association. The POA Shall Elect officers and collect dues for the purpose of maintaining the entrances, fencing/wall and any common areas of the Camden Way Subdivision as well as helping to make sure covenant guidelines are enforced.

Common Area

- *All Fencing/ Walls along west side of Second Street/ south side of Little Flock Drive and north side of McClure Road.
- *All green space along west side of Second Street / south side of Little Flock Drive and north side of McClure Road.
- * All entrance signs/ landscaping/ lighting/ irrigation related to subdivision
- **Notice:** All lots owners who have common area walls/ fencing located on their lot shall be responsible for half the cost of maintaining that portion of wall/fence. Like any wood type fence, private or common located in Camden Way Subdivision a certain amount of work will be required to keep the wall/fence in good condition. The lot owner will be responsible for any common area walls/fencing that is damaged by lot owner.
- **The POA** will be responsible for replacement of walls/fencing in common areas in the future when needed due to normal aging or damaged caused by nature or crime.

Examples

(If water proofing treatment is needed and the lot owner has 70 ft of common wall/ fence which cost \$70.00 dollars to treat. The lot owner will pay \$ 35.00, and the POA will pay the balance)

(If in 10 years a portion of common wall/fencing needs replaced due to age, the POA will pay the full amount)

GENERAL PROVISIONS

- A. TERMS:** These Covenants are to run with the land and shall be binding on all 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 said Covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change these said Covenants in whole or in part.
- B. ENFORCEMENT:** Enforcement shall be proceedings at law or in equity against all persons violating or attempting to violate any Covenants either to restrain violation or to recover damages. These Covenants shall be for the benefit of the City of Rogers, and the provisions hereof may be enforced by the city of other beneficiary.
- C. SEVERABILITY:** Invalidation of any one of these Covenants by judgment of court order shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS our hands on this 23RD day of January 2005

PENNINGTON DEVELOPMENTS, INC.

By: 

Michael T. Pennington
President & Owner.

2005 3560
Recorded in the Above
Deed Book & Page
01-24-2005 01:11:30 PM
Brenda DeShields-Circuit Clerk
Benton County, AR
Benton County, AR
I certify this instrument was filed on
01-24-2005 01:11:30 PM
and recorded in Deed Book
2005 at pages 3557 - 3560
Brenda DeShields-Circuit Clerk