

2005 53277
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10-04-2005 08:36:27 AM
Brenda DeShields-Circuit Clerk
Benton County, AR

Camelot
Restrictive Covenants

Book/Pg: 2005/53277
Term/Cashier: CIRCLK04 / SWhite
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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FADIL BAYYARI TRUST, herein called "Owner" has caused certain land owned by him to be platted into an addition known as Camelot Subdivision to the City of Elm Springs, Benton County, Arkansas, in Plat Book 2005 at page 1194; and

WHEREAS, Owner desires to provide for the use of the property for the highest of residential use and to restrict its uses as such:

SCOPE OF APPLICATION

1. These covenants shall apply in their entirety to the area known and described as Camelot Subdivision, Addition to the city of Elm Springs, Benton County Arkansas as covenants running with the land.

LAND USE AND BUILDING TYPES

1. All lots in said subdivision shall be used exclusively for residential purposes, all dwellings to be single family.
2. No dwelling shall be permitted on any of said lots unless the total heated floor area of such dwelling, exclusive of garage and porch areas, shall contain at least 2,500 square feet.
3. No dwelling shall exceed two stories in height above the finished grade level.
4. No structure of a temporary nature, trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No inoperative vehicles of any nature shall be permitted to remain on any lot or lots for a period in excess of any part of any three consecutive days.
6. All private drives on said lot or lots connecting said lot or lots with the public streets shall be of concrete surface construction.
7. No obnoxious or offensive activities shall be carried on upon any lot within the property, nor shall anything be done on any of said lots which may be or may become a nuisance to neighborhood; whether a nuisance exists shall be determined by affirmative vote of two-thirds (2/3) of the owners of The Camelot Subdivision.
8. No owner of any lot within said tract shall allow garbage or other debris to accumulate on the property, but shall dispose of same at regular intervals so as to eliminate nuisance in the neighborhood.
9. No outbuilding shall be constructed on any lots within said tract which shall exceed 1000 square feet in area, and such outbuildings so permitted shall be constructed so as not to detract from the general appearance of the neighborhood and shall be painted to duplicate the exterior trim of the main structure and shall have the same type of color of roof as the main structure, no sheet iron, tin or metal shall be used for siding or roof or any part thereof. The roof must be of composition shingle, wood or tile.

10. No vehicles may be parked overnight in the streets of the subdivision. Lot owners shall provide sufficient off street parking to accommodate the vehicles used by their family and guests. Also, no semi-trailer trucks or commercial vehicles any larger than a light pick-up truck shall be allowed to park in said subdivision, either on the streets or on a privately owned lot.
11. No dwellings shall be built on any lot unless same has a two car attached garage. Carports shall not be permitted.
12. Lot owner or builder shall provide no less than four (4) large canopy trees, at least 2 inches in diameter.
13. All roof pitches must be of at least an 8/12 pitch.
14. Dwellings in said development shall be all brick or stone.
15. Soffits and siding must be of a maintenance free material. ABSOLUTELY NO T111 siding is permitted.
16. All front yards are preferred to be sodded, with side and rear yards to be graded, seeded and strawed.
17. No animals or livestock of any kind shall be raised, kept or bred on any lots in said subdivision except that of dogs, cats or other household pets may be kept; provided they are not kept, bred or maintained for any commercial purpose and provided that the same are not a nuisance to the neighborhood. No poultry of any kind shall be kept on any lot in said subdivision.
18. No commercial or private farming will be allowed on any lot. However, a backyard garden will be permitted when it is sized for the needs of the family occupying the lot. Such a garden shall be maintained so that it does not appear weedy, unkept or unsightly.
19. No lot shall be subdivided or reduced in size from the original plat.
20. No advertising signs, displays, or other media shall be permitted upon any lot in said subdivision, except signs listing the premises for sale may be displayed, as permitted by applicable sign ordinances and regulation.
21. No fence shall be constructed on any lot in the area between the front building line of any dwelling and at the front lot line of any lot. No fence on a corner lot shall be constructed more than 15 feet beyond the side setback line toward the street.
22. No communication mast, tower or structure may be installed unless it shall be constructed behind a dwelling in the rear yard of any lot, with the uppermost point of any such equipment to be more than two (2) feet above the highest point of the roof of the dwelling. No satellite dishes shall be placed behind the dwelling in the rear yard inside and within the building setback lines for the side and rear yard.
23. The developer reserves the right to approve the design and placement plans for each residence and other building to be constructed on the property within the subdivision. No construction of any kind shall begin prior to such approval by the developer. The developer shall provide such approval, or a list of required modifications to said plans within seven (7) days after their submission by the owner.
24. These covenants and restrictions are to run with the land and shall be binding on all parties, their heirs and assigns, for a period of 25 years from the date hereof.

24. (Continued) Any time within six months from the expiration period, the record owners of one-half (½) or more of said lots in said subdivision may express their intention in writing, drafted so as to be recorded with the Registrar of Deeds, that they no longer care for these covenants, and the same shall then be terminated when such writing is recorded. In the event that no such action is taken, these covenants shall continue for periods of five years and after any such five year period such covenants may be terminated in accordance with the terms for the original termination.

25. It is further provided that these Protective Covenants may be amended after the expiration time periods as set forth in the foregoing paragraph, either by adding to or taking from said Protective Covenants in their present form, provided that said amendment or amendments shall be incorporated in a written instrument executed by the record owners of not less than one-half (½) of the lots in said subdivision, and which instrument shall be capable of being recorded and shall be recorded in the same manner as provided in the foregoing paragraph.

26. The foregoing covenants and restrictions may be changed or amended at any time, provided that said change or amendment is signed by one-half (½) of the record owners of all lots in said subdivision and properly recorded with the Registrar of Deeds of Benton County, Arkansas.

27. If parties herein or any of them or their heirs assigns or any other person shall violate or attempt to violate any of the covenants or restrictions herein while said covenants or restrictions are still in force, it shall be lawful for any person or persons owning any interest in any lot or lots in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other penalties for such violation.

28. Invalidation of any one of these covenants by judgment or court order shall, in no way, affect any of the other provisions herein contained.

29. There will be a Property Owners Association established by the record owners of all lots in said subdivision, to be formed after 50% of lots in sub-division have sold. The purpose of which will be the landscaping and maintenance of the entrance, maintenance of the pond in the sub-division, and all matters related to the affairs of said sub-division. All lot owners must pay \$120.00 per year to the POA in order to fulfill that purpose.

30. All houses will have sidewalks. It is the responsibility of the lot owner to have this constructed prior to occupancy.

31. All lots shall have privacy fences on the backside, made of six (6) foot treated or cedar lumber; unless the neighbors give each other a waiver not requiring that privacy fencing between them.

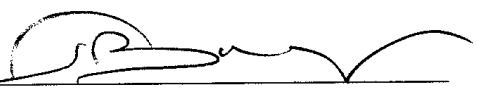
32. All lot owners or builders must abide by the City of Elm Springs ordinances and regulations, especially the type and specifications of the septic system.

33. All houses must have a freestanding decorative light fixture, approximately 20' from the curb to be purchased from the Developer outside of closing.

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34. Assessments:

- a) Amount of Annual Assessments: On or before the first day of December of each year, the Camelot Property Owners Association Board will adopt a budget for the upcoming year. The budget will establish the total amount of annual assessments on all lots in the Development. The amount of annual assessments for the individual lots will be the same for approved builders and homeowners. However, lots still owned by the developer will be exempt from assessments.
- b) Changes in Annual Assessments: The amount of annual assessments on all lots may be increased or decreased by an affirmative vote of at least 75% of the lot owners in attendance or represented by proxy at any annual or special meeting of the CPOA duly called for such purpose.
- c) Commencement of Assessments: The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement.
- d) Pro Rata Assessments: The amount of the first annual assessment shall be based upon pro rata upon the balance of the calendar year and shall become due and payable by the Developer approved builders and homeowners on the closing of the lot. The assessments for any year, after the first year, shall become due and payable the first day of January of said year.
- e) Statements: On the first business day after adoption of the budget for the upcoming year (or as soon as practical thereafter) the CPOA or Developer shall mail a statement tot each owner informing him or her of the annual assessment and the due date for payment.
- f) Late Fees: The Developer or the CPOA will be authorized to charge a late fee to any lot owner who fails to pay any assessment on or before the due date.


FADIL BAYYARI

Benton County, AR
I certify this instrument was filed on
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and recorded in Deed Book
2005 at pages 53277 - 53280
Brenda DeShields-Circuit Clerk