

Please retain this for reference – it will be in use for many years

WHAT THE CAMELOT RESTRICTIONS SAY

February 2012

INTRODUCTION

This describes what is contained in the seven legal documents currently on file with the Baton Rouge Clerk of Court, on the subject of restrictions applying to the First and Second Filings of Camelot Subdivision. This writeup is itself not a legally executed document; rather, it is meant for convenient reference by members of the Board of Directors of Camelot Citizens Association and other property owners and residents of Camelot.

THE SEVEN DOCUMENTS CURRENTLY ON FILE

		<i>Recordation Date</i>	<i>COB</i>	<i>Folio</i>	<i>Original</i>	<i>Bundle</i>
1	Act of Restrictions and Building Conditions of Camelot Subdivision, First Filing	22 Nov 1972	2271	8	9	8176
2	Amended Restrictions of Camelot Subdivision, First Filing	19 Oct 1973	2329	491	78	8542
3	Amended Act of Restrictions and Building Conditions of Camelot Subdivision, First Filing	23 Feb 1977	2555	583	120	9184
4	Act of Restrictions and Building Conditions of Camelot Subdivision, Second Filing	23 Feb 1977	2555	651	193	9184
5	Restrictions Enforcement Transfer, Camelot Subdivision, Second Filing	17 Sep 1982			349	9521
6	2007 Amendments to the Act of Restrictions and Building Conditions of Camelot Subdivision, First Filing	19 Nov 2007			995	12011
7	2012 Amendments to the Act of Restrictions and Building Conditions of Camelot Subdivision, Second Filing	17 Feb 2012			553	12389

OVERALL OBSERVATIONS

1. The First filing consists of lots 1 through 107, the Second Filing lots 108 through 218. With the exception of living area requirements, the restrictions are for practical purposes the same for the two Filings.
2. The Acts of Restrictions for the two Filings “establish protective covenants and restrictions”. These “run with the land” and affect all 218 lots. They are “binding upon the purchaser, owner or occupant” and “their heirs and assigns”.
3. The powers and responsibilities of enforcing restrictions in both the First and Second Filings rest with the duly elected members of the Board of Directors of the Camelot Citizens Association.

THE RESTRICTIONS

Provisions which were presented without reference numbers in the restrictions themselves are here given reference numbers such as “UN-xx” for convenience.

- UN-01 The Board is authorized and instructed to establish rules and procedures and to take action – all by a two-thirds (2/3) majority vote of Board members – for the purpose of securing and maintaining compliance with the Restrictions.
- UN-02 Board members serve without pay; expenses incurred by the Board shall be paid by the Association; and Board members unable or unwilling to serve may be replaced by the Board.
1.
 - (a) No lot is permitted to be used for other than residential.
 - (b) The only building permitted on any lot is one single-family dwelling that does not exceed 2.5 stores in height, that has usual and appropriate outbuildings, and that has a private garage and/or carport for 2 to 4 automobiles.
 - (c) The owner of any two adjoining lots having frontage on the same street may build a residence on those two lots which are then considered to be one building lot for purposes of the restrictions.
 - (d) No lot(s) may be sold except as described on the official plat of the subdivision. Note that any lot(s) may be resubdivided or replatted with the Board’s written consent.
 - (e) No school, church, assembly hall or fraternal group home may be built or permitted on any lot.
 2.
 - (a) Both Filings will be served by an underground electric distribution system (except where the utility company judges it to be impractical or unsafe because of ground elevation).
 - (b) Type of service: alternating current at about 60 cycles per second, single phase, three wire, 120/240 volts, metered at 240 volts.
 - (c) The locked rotor current of any motor connected to this service will be limited in accordance with standard service practices of the utilities company.
 3.
 - (a) Living area requirements:
 - (1) First Filing:
 - For single story: 2100 sq.ft. minimum.
 - For 1.5, 2 or 2.5 story: 1600 sq.ft. minimum on the ground floor.
 - (2) Second filing:
 - Three bedroom: 1900 sq.ft. minimum.
 - Four bedroom: 2100 sq.ft. minimum
 - (b) “Living area” does not include open porches, screen porches, porches with removable storm window, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, or carports.
 4.
 - (a) The minimum distance from any building, including carports and detached covered structures, to the front lot line is 30 ft, and to the side property line, 8 ft.
 - (b) Carports or garages may be attached to the main dwelling.
 - (c) The maximum building setback line is 55 ft.

- (d) Garages and other permanent accessory buildings on the rear 1/3 of the lot may be as near as 5 ft from the sideline and 7.5 ft from the rear line. Eaves of such buildings may not extend over the property line.
 - (e) A garage or carport may not open to the street the residence faces unless it is wholly on the rear 1/3 of the lot.
 - (f) A garage or carport may not open to a side street unless it is no closer to the street than 70 ft.
 - (g) The Board will try to maintain a minimum 5 ft variance of front lines of adjacent houses and may require such a variance.
 - (h) The Board has authority to vary front and side building line requirements (for topographical reasons or to prevent destruction of desirable trees) as long as the requirements do not become less restrictive than required for A-1 zoning.
 - (i) Once a permanent house is in place on a lot, the actual position of the front of it then constitutes the minimum setback, from the front lot line, for the purpose of determining for that lot the allowable location of (i) future additional structures, including fences, and (ii) vehicles, etc., detailed in Restriction 18.
5. Servitudes and rights of way for utilities and drainage, as shown on the map of record, are dedicated to the perpetual use of the public for such purposes.
6. (a) No building, above-ground improvement or fence may be erected, altered or permitted without written approval of the Board. The Board will consider (1) the construction plans, specifications, elevations and a plan showing the location of the structure; (2) the harmony of exterior design with existing structures, and (3) location with respect to topography and finish grade elevation.
- (b) No fence or wall may be erected or altered on any lot nearer to any street than the minimum building setback line unless similarly approved by the Board.
- (c) The Board's approval is automatically withdrawn if construction doesn't commence within 6 months of approval or if not complete within 18 months of approval. The Board may grant extensions of the approval for good cause.
- (d) If construction is delayed for reasons beyond control of the lot owner or his or her contractor (such as for acts of God, strikes, national calamity or similar), then the time deadlines are extended in proportion to the delay caused by the event.
- (e) Any property owner may compel removal of any house not completed as provided herein.
- (f) As used in this covenant the word "approval" shall in addition to its usual meaning also include "failure to (dis)approve within 30 days after plans and specifications are submitted to the Board".
7. (a) No building or structure may have imitation brick, imitation stone or asbestos on the exterior.
- (b) The Board may impose other appropriate and reasonable standards for exterior finishes and materials, so that certain finishes and materials will not be used. These finishes and materials are those which the Board deems undesirable or which in its discretion detract from the value of the dwelling or surrounding properties, the general appearance of the neighborhood, or the value of adjacent structures.
8. (a) A majority of the Board may designate a representative to act for it.
- (b) If a Board member dies, resigns, or cannot serve, the remaining members have authority to designate a successor.

- (c) Neither Board members nor its designated representatives are entitled to any compensation for services performed in connection with administration of these covenants.
 - (d) At any time the then owners of a majority of the lots may change the membership of the Board or withdraw or restore any of the Board's powers and duties. They can do this by executing and recording in the Office of the Clerk and Recorder of EBR Parish an appropriate written instrument.
9. (a) The Board (dis)approval as required in these covenants shall be in writing.
- (b) If the Board or its designated representative fails to (dis)approve within 30 days after plans and specifications have been submitted to it, or if no suit to enjoin the construction has been commenced before completion of construction, then the Board's approval will not be required, and covenants 6 and 7 and the setback variation requirement of covenant 4 shall be deemed to have been fully complied with.
- (c) Failure of the Board to (dis)approve within the 30 day period does not prevent a suit to enjoin or a suit to reduce a violation of any other covenant.
10. (a) No garage apartment shall be erected or permitted.
- (b) Garages with living quarters may be built for occupancy by servants domestic to the family residence on the lot. Otherwise, a garage may not be used as living quarters.
11. The following shall not be used as a residence either temporarily or permanently: temporary structure, trailer, basement, tent, shack, garage, barn, or motor home.
12. (a) No commercial business or noxious or offensive trade or activity shall be conducted on any lot.
- (b) Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.
- (c) A builder may erect temporary warehouses and/or offices on any lots for the construction of houses on other lots.
- (d) Notwithstanding the prohibition on commercial business, a 'home occupation' for commercial purposes is permitted to be conducted incidental to the residence on any lot, providing: (i) no person other than the resident(s) at the lot is engaged or employed in the home occupation; (ii) the home occupation is not conducted outside of the approved buildings on the lot; (iii) nothing is done to make the lot appear in any way as anything but a residential property; (iv) no business such as a shop or store is conducted upon the premises; (v) there is no exterior evidence of the conduct of the home occupation; (vi) no additional vehicular traffic is generated to or from the property; and (vii) the mechanical equipment used is only that normally used at, or found at, a single family dwelling and approved outbuildings.
- (e) Notwithstanding the prohibition on commercial business, the following services may be provided for remuneration at a residence for up to 5 students at a time provided no nuisance or annoyance is caused thereby: (i) academic tutoring; or (ii) lessons in piano, arts, or crafts.
13. No signs of any kind shall be displayed to the public view on any lot or in the streets of the subdivision. Exceptions:
- (a) One sign, maximum of 6 sq.ft., advertising the property for sale or rent;
 - (b) Customary signs used by a builder or real estate broker to advertise the property during the construction and sales period;

- (c) This limitation does not apply to the subdivision developer;
 - (d) Small signs at or near a house indicating the presence of a residential security system;
 - (e) Small “Beware Of Dog” signs at or near a house;
 - (f) Signs included at the discretion of the Board in a list of additional exceptions maintained in the Bylaws.
14. (a) No oil drilling/development/refining or quarrying or mining of any kind are permitted.
 (b) No oil wells, tanks, tunnels, mineral excavations or shafts are permitted.
 (c) No derrick or other structure for boring for oil or natural gas is permitted.
15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.
 Exception: Dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, or in such numbers or conditions that may be offensive to other property owners in the subdivision.
16. (a) No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste.
 (b) All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
 (c) Upon completion of a residence, all debris shall be removed from the premises immediately.
 (d) Garden compost may be kept in quantities required by one household only, provided it is not visible from a street and is kept free of obnoxious odor and insects.
17. (a) Lot owners shall keep their respective lots mowed and free of noxious weeds.
 (b) If an owner fails to meet this obligation, the Board may cause the lot to be mowed, and the lot owner is obligated to pay the cost of such mowing.
 (c) To the extent needed to maintain an attractive appearance and remain in harmony with Camelot Subdivision properties: (i) curbs, driveways, and walkways shall be kept edged; (ii) shrub beds visible to the public shall not be allowed to become obviously overgrown with weeds to the detriment of subdivision appearance; (iii) vegetation visible to the public shall not be permitted to become significantly overgrown; and (iv) vegetation shall not be permitted to cause an obstruction to streets or public walkways.
18. (a) No boats, vehicles, campers or trailers of any kind, or parts or appurtenances of them, are permitted to be kept, stored, repaired, or maintained:
 (i) On any street;
 (ii) On any lot nearer to the street than the minimum building setback line;
 (iii) On any lot behind the minimum building setback line in any manner which would detract from the appearance of the subdivision.
 (b) For corner lots, passenger vehicles only may be regularly parked anywhere on the driveway between the house and the edge of the sidewalk nearest the house. In this case, ‘passenger vehicles’ does not include boats, campers, trucks or vans larger than pickup trucks, motor homes or trailers of any kind, or parts or appurtenances of them.
19. (a) No building materials or building equipment of any kind may be placed or stored on any lot except during the actual construction of a residence or other building thereon.
 (b) No vacant lot shall be used for farming or gardening purposes, except that flowers and shrubbery may be grown for non-commercial purposes.

20.
 - (a) Every owner of a lot in Camelot Subdivision automatically becomes a member of and subject to the regulations of Camelot Citizens Association, Inc.
 - (b) Camelot Citizens Association has the right, upon majority vote of Association members, to levy and collect from each lot owner an annual assessment.
 - (c) These revenues will be used for such purposes as will, in the opinion of the majority of members, benefit the residents and property owners of Camelot. These purposes may include garbage collection, maintenance of neutral grounds and unimproved lots, police services, and other services generally undertaken or furnished by such private associations of property owners.
 - (d) Payment of each lot's annual assessment for any given year is due by March 31 of that year and is the obligation of the person(s) who owned the lot on that date. Payment of any lot's assessment not received by April 30 of that year is considered delinquent and is subject to a one-time late charge of \$10. At its discretion, the Board may file liens for delinquent assessment payments on or after the later of the following two dates: (i) 90 days following the date on which that year's initial notice of assessment was mailed; (ii) May 1 of that year.
 - (e) Instead of the "majority vote of Association members" procedure for establishing annual assessments, the Board by majority vote may elect to use the following alternative method: an assessment shall be binding if approval has been demonstrated by a majority vote of those lot owners who are in attendance or by proxy at a meeting duly called, with the purpose of said meeting set forth in a notice mailed to lot owners not less than thirty (30) days nor more than sixty (60) days prior to said meeting.

21.
 - (a) These covenants run with the land. The original covenants were binding for 25 years from the date they were recorded. After that, they are automatically extended for successive 10-year periods unless an instrument signed by a majority of the then lot owners will have been recorded agreeing to change them in whole or in part.
 - (b) As of February 23, 2012 the 10-year binding periods of the First and Second Filings' Restrictions are synchronized; the next automatic extension for both Filings' restrictions will be February 23, 2022.
 - (c) Notwithstanding the "signatures of a majority of owners" process of amending these Restrictions, the Restrictions may be amended, modified, or changed in whole or in part at any time during each successive ten (10) year period, by the recordation of an instrument by authentic act of all modifications and changes, with the signatures in agreement of not less than two thirds (2/3) of the Board of Directors of Camelot Citizens Association, and the signatures of not less than seventy-five (75%) of all lot owners attached thereto or certified by the Association Secretary to be on file as provided for below.
 - (d) The process of amending these Restrictions shall continue to require the signatures of lot owners. However, instead of all requisite signatures being required to be included in recordation, the Board may elect to include in the document being recorded a certification by the Secretary of Camelot Citizens Association stating that the requisite number of the then lot owners in the Filing (whether the First and/or the Second) have signed an instrument reflecting such amendments, changes, or termination of any Restrictions set forth therein, the original of which shall be maintained with the official corporate records and made available for copying, but for which certification of record shall be conclusive proof of the validity of the requisite number of lot owners having signed the said amendments.

22. If any one of these covenants is invalidated by judgment or court order, the rest of them remain in effect.
23. To the extent needed to maintain an attractive appearance and remain in harmony with Camelot Subdivision properties: (a) All areas visible to the public (including but not limited to carports, and garages if regularly left open) shall be kept reasonably free of unsightly clutter. (b) No substantial maintenance problems that are visible to the public shall be left uncorrected; this includes but is not limited to maintenance problems with exterior paint, window treatments, brickwork, woodwork, fencing, etc., if visible to the public.
24. A container such as a dumpster or Portable On Demand Storage shall not be permitted on any lot for more than 3 months in any 12-month period, unless approved by the Board.
25. Failure of the Board to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.
26. (a) Property owners shall keep the Association updated with current owner name and mailing address, and a telephone number or alternative communication method through which messages from the Board to the owner can be reliably and quickly transmitted. The address provided shall serve as the official address for all notifications to said lot owner.
(b) Within 30 days of being so requested by the Board or its representative, a non-resident owner shall provide the following information regarding the occupant(s) of his or her Camelot property: name(s) and telephone number(s) or alternative communication method through which messages from the Board to the occupant(s) can be reliably and quickly transmitted.
27. A non-resident owner who leases or lends his or her Camelot property to others, shall provide the occupant(s) of that property, via the relevant lease agreement or a written letter delivered to the occupant(s), statements containing the essence of the following: "All occupants are legally bound to comply with Camelot Deed Restrictions; failure to comply is grounds for eviction."
28. (a) The Board of Directors is authorized to recover – from any lot owner adjudged by a court of competent jurisdiction to be in violation of any of these Restrictions – all court costs, expert witness fees, notification expenses, attorney fees incurred, and costs of collection.
(b) The Board has the authority to delegate duties to individual Board members or committees to act on its behalf.
29. Each residence's street number must be visible from the street and prominently displayed with numerals at least 3 inches but no more than 10 inches in height.

** ** ** ** **

Prepared February 24, 2012 by Jon Morrill