

C1475

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CYPRESS PLACE HOMES ASSOCIATION,  
UNIT NO. 2

945129

FILED AND RECORDED  
BOSSIER PARISH, LA

2008 OCT -3 A 9:57

THIS DECLARATION, made on the date hereinafter set forth by CYPRESS PLACE, LLC, a Louisiana limited liability company domiciled in Bossier Parish, Louisiana, whose permanent mailing address is 1619 Jimmie Davis Highway, Bossier City, Louisiana 71112, herein represented by James Douglas Brown, its manager, duly authorized by resolution recorded in the Conveyance Records of Bossier Parish, Louisiana and JAMES M. BROWN BUILDER, INC., a Louisiana corporation domiciled in Bossier Parish, Louisiana, whose permanent mailing address is 1619 Jimmie Davis Highway, Bossier City, Louisiana 71112, herein represented by James Douglas Brown, its president, duly authorized by resolution recorded in the Conveyance Records of Bossier Parish, Louisiana, hereinafter jointly referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Bossier City, Bossier, Louisiana, which is more particularly described as:

Cypress Place, Unit No. 2, a subdivision of Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 1364, page 282 of the Records of Bossier Parish, Louisiana

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Cypress Place Homes Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lots 502, 503 and 504, Cypress Place, Unit No. 2, a subdivision of Bossier City, Bossier Parish, Louisiana, as per plat recorded in Conveyance Book 1364, Page 282 of the Records of Bossier Parish, Louisiana.

Section 5. "Lot" shall mean and refer to any plot of land shown upon that certain plat of Cypress Place, Unit No. 2, recorded in Conveyance Book 1364, Page 282 of the records of Bossier Parish, Louisiana, and such other properties as may be annexed pursuant to the terms of this Declaration. The term "Lot" shall not include Common Area.

Section 6. "Declarant" shall mean and refer to CYPRESS PLACE, LLC, a Louisiana limited liability company and JAMES M. BROWN BUILDER, INC., a Louisiana corporation, their

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successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and is so designated by Declarant herein.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights, water rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, except as herein provided at termination of Class B membership. If more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership provided however that subsequent connections can recreate Class B membership, or
- (b) on December 31, 2014.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and

agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Basis and Maximum of Annual Assessment of Charges. Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum assessment or charge shall be as follows:

For each vacant Lot contained in the subdivision, the annual assessment shall be \$10.00. Vacant lot as used in this part shall mean a Lot upon which no building permit for the initial construction of improvements has been issued.

For each Lot contained in the subdivision on which improvements have been constructed or are being initially constructed, the annual assessment shall be \$120.00.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation or to increases in water and sewer charges paid by the Association.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment or charge at an amount not in excess of the maximum hereinabove provided for.

(d) Notwithstanding anything herein to the contrary, the Board of Directors may amend the annual assessment at any time without a vote of the membership and without inclusion in the percentages provided above in the event that the cost basis for water and/or sewer charges made by the City of Bossier City are changed.

Section 4. Method of Computation When Using the Consumer Price Index. The Consumer Price Index establishes the United States City Average numerical rating for the month of July, 1968 at 104.5%. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index (1967 equals 100%) for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 percentum, is multiplied by the original maximum annual assessment to obtain the maximum assessment for the subsequent year.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special

assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of the year following the conveyance of the Common Area. The Board of Directors shall fix the amount of the annual or monthly assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect on Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may turn off the water supplied to the Member by the Association and bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition to such remedies as are available to the Association hereunder or under applicable Louisiana law, the Association may, following an affirmative majority vote of those Directors present at a duly constituted Board of Directors meeting, and delivery to the Lot of a copy of such Board action, terminate the providing of water to the Lot.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In

the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The architectural committee, or in lieu thereof, the Board of directors shall have the authority to grant variances from the requirements of this Declaration. The Architectural Control Committee may charge a fee for services attendant to approval of plans not to exceed Ten and 00/100 (\$10.00) per thousand square feet of heated floor area or fraction thereof if plans are submitted for prior approval. The committee may charge a fee of One Hundred and 00/100 (\$100.00) per thousand square feet of heated floor area or fraction thereof, plus reasonable attorney's fees, if the plans are submitted after construction has begun.

## ARTICLE VI

### PARTY WALLS ON LOTS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties in and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. No Windows. No windows shall be permitted in any party wall.

## ARTICLE VII

### USE RESTRICTIONS

Section 1. Land Use and Building Type For Lots. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed and permitted to remain on any Lot other than one single-family dwelling not to exceed three stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage and such out-buildings as are customarily appurtenant to dwellings, every building except a greenhouse to correspond in style and architecture to the dwelling to which it is appurtenant. No out-building shall exceed the dwelling to which it is appurtenant in height, number of stories and size.

Section 2. Plans and Specifications. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to natural harmony of exterior design with the existing structure and as to location with respect to topography and finished grade elevations. No fence or wall more than two (2) feet in height shall be erected, placed or altered nearer to any street than the minimum setback line. No fence or wall shall be constructed higher than eight feet (8') on any exterior property line and six feet (6') on any interior property line and no fence

or wall shall be constructed without prior approval of the Architectural Control Committee as to type, materials, etc. All walls must be located at least 10 feet from any walls on neighboring Lots, and all roofs must be at least six feet from the roof on neighboring Lots.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 3. Fees Payable to the Architectural Control Committee. The Architectural Control Committee may charge a fee for services attendant approval of plans not to exceed \$10.00 per thousand square feet of floor area or fraction thereof if plans are submitted for prior approval. The Committee may charge a fee of \$100.00 per thousand square feet of total floor area or fraction thereof, plus reasonable attorney's fees, if the plans are submitted after construction has begun.

Section 4. Dwelling Size. No one story dwelling erected on any Lot shall contain less than 1,200 square feet, heated area only, exclusive of garages, carports, storage and other open area. No multistory dwelling erected on any Lot shall contain less than 1,400 square feet, heated area only, exclusive of garages, carports, storage and other open area, and the first floor level shall contain at least 1,000 square feet, heated area only, exclusive of garages, carports, storage and other open area.

Section 5. Lot Size. No dwelling shall be erected or placed on any Lot platted other than as shown on the approved plat unless approved by Declarant. No Residential Lot or Lots shall be resubdivided without approval of Declarant. The special approval of Declarant provided in this paragraph terminates December 31, 2014.

Section 6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. In addition, an easement where necessary for the reasonable overhang of a roof and for the maintenance of walls located adjacent to a common property line is hereby established. In addition, where necessary, an easement for dryer vent exhaust is hereby established.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unsightly condition shall be created on any Lot or permitted to remain thereon which specifically, without limitation by reference thereto, prohibits the storage and/or repair of a wrecked vehicle and/or vehicles on said premises.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale, rent, or signs used by builder to advertise the property during the construction and sales period. Signs of a larger size advertising the subdivision may be erected by the Declarant.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells or tanks be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 11. Livestock and Poultry. 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 are not kept, bred or maintained for any commercial purpose or kept outdoors. The Association shall have the right to regulate policies concerning pets' usage of the Common Area.

Section 12. Garbage and Refuse Disposal. No Lot shall be used for or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition, and screening provided therefor as approved by the

Architectural Control Committee.

Section 13. Drainage. For drainage purposes, the grades and low elevations as left by the Developer shall be considered the natural drainage.

Section 14. Transport Vehicles. Trucks exceeding 1 ton shall not be permitted to park on the Common Area or any of the Lots overnight, and no vehicles of any size which normally transport inflammatory or explosive cargo may be kept in this subdivision at any time.

Section 15. Water Supply. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Bossier City and the Bossier-Shreveport Health Unit. Approval of such system as installed shall be obtained from such authority and Declarant prior to construction. The special approval of Declarant provided in this paragraph terminates December 31, 2014.

Section 16. Relocation of Buildings. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a dwelling unit in this subdivision.

Section 17. Completion of Construction. Construction of a home on a Lot, once started, must be diligently pursued and completed within a reasonable time.

Section 18. Parking. Parking of automobiles and other motor vehicles on the Common Area shall be prohibited except to the extent authorized and permitted by the Association.

Section 19. Antennas. No satellite dish or antenna of any nature shall be placed on the exterior of the improvements located on the Lots without approval of the Board of Directors.

Section 20. Right of Maintenance. Subject to selection by the Architectural Control Committee of the Association, Lots may be encumbered by a maintenance easement not to exceed five feet in width in favor of the adjoining Lot for the purpose of construction and maintenance of improvements which cannot be reasonably built or maintained due to the lack of area within which to commence, pursue, complete and maintain such endeavor. It is understood that a usage of such a right shall be reasonable and pertinent care shall be used in the exercise of the right.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Except for such annexations as may occur from properties desired on the attached Exhibit "A" which may occur without the necessity of the vote of Class A members, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members.

THUS DONE AND PASSED before me, the undersigned Notary, and in the presence of the undersigned witnesses, on this the 2<sup>nd</sup> day of October, 2008.

WITNESSES:

Eunice B. Grogan  
EUNICE B. GROGAN

CYPRESS PLACE, L.L.C.

Melissa D. Wulf  
MELISSA D. WULF

BY: James Douglas Brown  
James Douglas Brown, Manager

Clinton S. Simon  
NOTARY PUBLIC  
CLINTON S. SIMON  
LOUISIANA BAR ROLL NUMBER 27905  
NOTARY PUBLIC  
IN AND FOR CADDO PARISH  
MY COMMISSION EXPIRES AT DEATH

THUS DONE AND PASSED before me, the undersigned Notary, and in the presence of the undersigned witnesses, on this the 2<sup>nd</sup> day of October, 2008.

WITNESSES:

Eunice B. Grogan  
EUNICE B. GROGAN

JAMES M. BROWN BUILDER, INC.

Melissa D. Wulf  
MELISSA D. WULF

BY: James Douglas Brown  
James Douglas Brown, President

Clinton S. Simon  
NOTARY PUBLIC  
CLINTON S. SIMON  
LOUISIANA BAR ROLL NUMBER 27905  
NOTARY PUBLIC  
IN AND FOR CADDO PARISH  
MY COMMISSION EXPIRES AT DEATH