

423599

FILED AND RECORDED
BOSSIER PARISH, LA.

Walter J. Brown

CLERK & EX-OFFICIO
RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PECAN SQUARE
BOSSIER CITY, BOSSIER PARISH, LOUISIANA

STATE OF LOUISIANA

Parish of Bossier

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the Parish of Bossier, State of Louisiana, therein residing, and in the presence of the undersigned two (2) competent witnesses, personally came and appeared:

BOSSIER GOLDEN MEADOWS, 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 M. BROWN, its President, duly authorized by resolution as recorded under Registry Number 285950 of the Records of the Clerk of Court's Office for 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 Vice President, duly authorized by resolution as recorded under Registry Number 226668 of the Records of the Clerk of Court's Office for Bossier Parish, Louisiana,

who after being duly sworn declared:

1.

That Appearers are the owners of the following described property in Bossier Parish, Louisiana, to-wit:

Lots One (1) through Twentynine (29) inclusive, PECAN SQUARE SUBDIVISION, a subdivision of Bossier City, Bossier Parish, Louisiana, as per plat recorded in Conveyance Book 808 at Page 32 under Registry Number 422487, Records of Bossier Parish, Louisiana.

Appearers hereby subjects said property to the restrictions, covenants and conditions to enhance and protect the value, desirability and attractiveness of said property.

All of said property above described shall be owned, held, sold, encumbered and conveyed subject to the following restrictions, covenants and conditions which said restrictions, covenants and conditions shall be covenants running with the land and binding on all parties having or acquiring any interest in said properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1.: "Properties" shall mean and refer to Lots One (1) through Twentynine (29) inclusive, PECAN SQUARE SUBDIVISION, a subdivision of Bossier City, Bossier Parish, Louisiana.

NON-CERTIFIED COPY

Section 2.: "Lot" shall mean and refer to any regularly subdivided lot of land shown upon any recorded subdivision map of the Properties filed by Declarant.

Section 3.: "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of any lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 4.: "Declarant" shall mean and refer to BOSSIER GOLDEN MEADOWS, INC., and JAMES M. BROWN BUILDER, INC. If the successors or assigns of Declarant should acquire more than one (1) undeveloped lot from Declarant for the purpose of development, Declarant may designate such purchaser as a successor to some or all of the rights of Declarant hereunder.

ARTICLE II.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, 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 an Architectural Control Committee. There shall be three (3) members of the Architectural Control Committee. Initial members of said Committee shall be designated by Declarant and shall serve for three (3) years and thereafter until their successors are elected. Following this initial three (3) year term, there shall be an annual election of members of the Committee who shall be elected by majority vote of the membership of the owners of lots. It is the intention of this part to vest in the Architectural Control Committee the complete authority and power to disapprove of any structure, design, plan or color that does not, within the Committee's sole discretion, adequately maintain the architectural harmony or privacy of each home constructed or to be constructed. In the event said Architectural Control 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 be deemed to have been granted. This thirty (30) day period shall commence to run from date of written receipt by the Architectural Control Committee of said plans and specifications which may be evidenced by return receipt after submission of said plans and specifications by certified or registered mail.

ARTICLE III.

USE RESTRICTIONS

Section 1.: "LAND USE AND BUILDING TYPE" No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not to exceed two (2) stories in height above the ground

level of highest elevation of which any portion of the main building is erected, and a private garage and such outbuildings 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 outbuilding shall exceed the dwelling to which it is appurtenant in height, number of stories or size. An enclosed garage to house at least one (1) automobile must be provided on each lot.

Section 2.: "PLANS AND SPECIFICATIONS" No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to natural harmony of exterior design with the existing structures and as to location with respect to set-back lines, topography and finished grade elevations. No fence or wall of any kind shall be constructed without prior approval of the Architectural Control Committee.

Section 3.: "FEES PAYABLE TO THE ARCHITECTURAL CONTROL COMMITTEE" The Architectural Control Committee may charge a fee for services attendant to approval of plans not to exceed TEN AND NO/100 (\$10.00) DOLLARS per thousand square feet (1,000 sq. ft.) of floor area (heated area) or fraction thereof if plans are submitted for prior approval. The Committee may charge a fee of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per thousand square feet (1,000 sq. ft.) 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 (1) story dwelling erected on any lot shall contain less than 850 square feet, heated area only, exclusive of garages, carports, storage and other open area. No multi-story dwelling erected on any lot shall contain less than 1,000 square feet, heated area only, exclusive of garages, carports, storage and other open area, and the first (1st) floor level shall contain at least 750 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 tract consisting of either more or less than a Lot without the prior approval of Declarant. After June 1, 1988, the rights and functions of Declarant as provided in this paragraph shall be assumed and discharged by the Architectural Control Committee.

Section 6.: "SERVITUDES"

(a) Utilities. Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(b) Roof Overhang. In addition, a servitude for the overhang of a roof, not to exceed two (2) feet is hereby established. This roof overhang servitude is imposed on each lot on the lot side of the servient lot lying adjacent to the lot side of the dominant lot on which the dwelling is located. Roof overhangs must be no less than six (6) feet apart, but may be greater than six (6) feet apart.

(c) Distance Between Buildings. All buildings and dwellings must be located at least ten (10) feet apart.

Section 7.: "FENCES" A cedar privacy fence must be constructed along the rear lot lines of each lot and along the rear portion of the side lot lines to a point opposite the dwelling rear or back wall. Fences must be at least six (6) feet in height and may not exceed seven (7) feet in height. They must be installed during or immediately after the dwelling on that lot is constructed.

Section 8.: "NUISANCES" No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No unsightly condition shall be permitted on any lot and specifically, but without limitation, the storage or repair of a damaged or inoperable vehicle is prohibited on the premises.

Section 9.: "TEMPORARY STRUCTURES" No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 10.: "SIGNS" No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period. Signs of a larger size advertising the subdivision may be erected by Declarant.

Section 11.: "OIL AND MINING OPERATIONS" No drilling for oil or gas, and no oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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 12.: "ANIMALS" 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. No lot may have more than two (2) dogs. No lot may have more than two (2) cats.

Section 13.: "GARBAGE AND REFUSE DISPOSAL" No lot shall be used for or maintained as a dumping ground for rubbish; trash, garbage or other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

Section 14.: "DRAINAGE" For drainage purposes, the grades and low elevations as left by Declarant shall be considered the natural contours for drainage.

Section 15.: "TRANSPORT VEHICLES" Trucks with tonnage in excess of three-fourths (3/4ths) shall not be permitted to park in the streets or driveways overnight, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

Section 16.: "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 Parish Health Unit. Approval of such system as installed shall be obtained from such authority and Declarant prior to construction.

Section 17.: "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 18.: "COMPLETION OF CONSTRUCTION" Construction of a home on a lot, once started, must be diligently pursued and completed within a reasonable time.

Section 19.: "ANTENNAS" No antenna of any nature shall be placed on the exterior of the improvements located on the lots except as follows:

- (a) A single television antenna may be placed, but may not extend higher than six (6) feet above the top of the roof line.
- (b) A large dish antenna may be located in the rear area of the lot in the area enclosed by the dwelling and the privacy fence but must not be visible from the street or an adjacent lot's yard.

Section 20.: "TREES AND SHRUBS" The Architectural Control Committee shall have full authority to cut down or trim any tree or shrub on any lot if such be necessary in the judgment of the Committee to afford and protect construction rights, rights of view, and any other rights of the other owners, or to enhance the beauty of the subdivision.

ARTICLE IV.

GENERAL PROVISIONS

Section 1.: "ENFORCEMENT" Any owner shall have the right to enforce, by any remedy available for the purpose, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed under the provisions of this Declaration. Failure 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 (1) of these covenants or restrictions by Judgment or Court Order shall not affect any other provisions, all of 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, and shall inure to the benefit of and be enforceable by the owners of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration

is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be property recorded.

THUS DONE AND SIGNED in the presence of me, Notary, and the under- signed two (2) competent witnesses, at my office in Bossier City, Bossier Parish, Louisiana, on this the 11th day of July, 1985.

WITNESSES:

Betty Salzer
Betty Salzer

Janice D. Henriksen
Janice D. Henriksen

BOSSIER GOLDEN MEADOWS, INC.
(Owner of Lots 1 thru 26)

BY: James M. Brown
JAMES M. BROWN, President

JAMES M. BROWN BUILDER, INC.
(Owner of Lots 27 thru 29)

BY: James Douglas Brown
JAMES DOUGLAS BROWN, Vice President

Dewey E. Burchett, Jr.
Notary Public
DEWEY E. BURCHETT, JR.
NOTARY PUBLIC, Bossier Parish, La.
My Commission Expires 1-1-86

(SEAL)