

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTHGATE ESTATES SUBDIVISION UNIT NO. 7-A
BOSSIER CITY, BOSSIER PARISH, LOUISIANA

STATE OF LOUISIANA

2006 MAY -1 P 3: 14

PARISH OF BOSSIER

Geoff D. Conway
CLERK & EX OFFICIO
RECORDER

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 competent witnesses, personally came and appeared:

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 ("Appearer")

who after being duly sworn declared:

That Appearer is the owner of the following described property located in Bossier Parish, Louisiana, to-wit:

Lots One (1) through Twenty-Seven (27) inclusive, SOUTHGATE ESTATES SUBDIVISION UNIT NO. 7-A, a subdivision of Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 1207, Page 875 of the Conveyance Records of Bossier Parish, Louisiana.

Appearer hereby subjects said property to the restrictions, covenants and conditions contained herein, 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 Twenty-Seven (27) inclusive, SOUTHGATE ESTATES SUBDIVISION UNIT NO. 7-A, a subdivision of Bossier City, Bossier Parish, Louisiana, as per plat recorded in Book 1207, Page 875 of the Conveyance Records of Bossier Parish, Louisiana.

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 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 five (5) years and thereafter until their successors are elected. Following this initial five (5) 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 three (3) 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 two (2) automobiles 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 1,400 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 (1st) floor level shall contain at least 800 square feet, heated area only, exclusive of garages, carports, storage and other open area.

Section 5.: "CONSTRUCTION TYPE" Construction shall be at least fifty percent (50%) brick veneer, stone veneer or glass. A substitute material may be used in place of brick provided special approval is obtained from the Architectural Control Committee. All roofs shall have a pitch of no less than seven (7) to twelve (12) (a ratio of 7 feet of rise for every 12 feet of span).

Section 6.: "SERVITUDES"

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

(b) Interior Lot Line. No building shall be located nearer than five feet (5') from an interior lot line. No fence shall be constructed or allowed to remain on any lot in front of the minimum set-back line. Minimum set-back lines on front and side of dwellings are controlled by the set-back lines shown on the recorded plat of this subdivision.

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 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 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 (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 10: "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 11: "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.

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

Section 14.: "TRANSPORT VEHICLES" Trucks with tonnage in excess of three-fourths (3/4) ton 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. One (1) recreational vehicle per residence may be located on a single lot. It is the intent, however, that said vehicle shall not be used as living quarters at any time in this subdivision.

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

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 six (6) months.

Section 18.: "ANTENNAS" No radio or television transmitting antenna or transmitting equipment having power in excess of one-half (1/2) watt shall be placed within the subdivision without specific written approval by the Architectural Control Committee. In the event of approval, the owner will insure that this equipment does not interfere with the television or radio reception in the area. If interference does occur the owner agrees to correct the interference or remove the equipment. Satellite antennas are permitted in the rear yards. The height of the satellite antennas are not to exceed twelve (12') feet from the ground. Antennas are not to exceed ten (10') feet in diameter. The satellite antenna must be made of metal mesh that can be painted to blend in with the surroundings or any other comparable construction if approved by Architectural Control Committee.

Section 19.: "FENCES" No fence shall be constructed or allowed to remain nearer the street than any minimum building set-back line or lines. No fences shall exceed seven (7') feet in

height. Any fencing must be of attractive and durable materials. No barbed wire, filed fencing (hog wire), poultry wire, or similar types of fencing may be used.

Section 20: "SALES OFFICE" The Declarant shall be authorized to maintain a sales office in the subdivision for the period of time required to sell ninety-five (95%) percent of the lots.

Section 21: "FIREARMS" The discharge or firing of any air rifles, pellet guns or firearms of any type within the subdivision is prohibited.

Section 22: "SIGHT DISTANCE AT INTERSECTION" No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') feet and six (6') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight limitations shall apply on any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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

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less than the owners of seventy-five percent (75%) of the lots. Any amendment must be properly recorded.

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April 20, 2006

FILED AND RECORDED
BOSSIER PARISH, LA

2006 MAY -1 P 2: 58

Brenda J Pierce
4033 Woodway Drive
Benton, La 71006
(318) 965-2568

Joan A. Conway
CLERK & EX OFFICIO
RECORDER

I, Brenda J Pierce, hereby relinquish my share of the property at 2908 Bobbie Street, Bossier City, Louisiana 71112, to Christine Spence.

Brenda J. Pierce
Brenda J Pierce

Tina M. Dinger
TINA M. DINGER, NOTARY PUBLIC
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE #052648

2908 Bobbie Street of Bossier City is also known as Lot 162, Coleman Park #2.

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