

FILED AND RECORDED
DEC 17 11 45 AM '93

STATE OF LOUISIANA §
§
PARISH OF CADDO §

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Wilma Mabry

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, LOTS 1 THROUGH 33 IN
WOODLAKE SUBDIVISION,
UNIT NO. 4, BOSSIER PARISH, LOUISIANA

BEFORE ME, the undersigned authority, a Notary Public, in
and for Caddo Parish, Louisiana, and in the presence of the
undersigned competent witnesses, personally came and appeared:

BLACK BAYOU PARTNERS, LTD., a Louisiana partnership, with
address of 800 Spring Street, Suite 215, Shreveport,
Louisiana 71101, represented herein by its duly
authorized, undersigned Partner;

(hereinafter called "Declarant"); who being duly sworn declared
that:

1.

Declarant, Black Bayou Partners, Ltd., is the owner of
the following described property in Bossier Parish, Louisiana, to-
wit:

Lots One (1) through Thirty-Three (33), inclusive,
WOODLAKE SUBDIVISION, UNIT NO. 4, a subdivision of
Bossier Parish, Louisiana, as per plat thereof recorded
in Conveyance Book 808, at Page 509, Records of
Bossier Parish, Louisiana.

2.

Declarant hereby subjects said property to the
restrictions, covenants and conditions hereinafter stated 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.

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ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Black Bayou Partners, Ltd. If any successor or assign of Declarant should acquire more than one 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.

Section 2. "Lot" shall mean and refer to any regularly subdivided lot of land shown upon any recorded subdivision map of the Properties (as hereinafter defined) filed by Declarant. The term "Lot" shall also include Resubdivided Lots if same are formed in accordance with Article V, Section 4, hereof.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot, but excluding those having such interest, merely as security for the performance of any obligation.

Section 4. "Properties" shall mean and refer to Lots One (1) through Thirty-Three (33), inclusive, WOODLAKE SUBDIVISION, UNIT NO. 4, a subdivision of Bossier Parish, Louisiana.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. 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 the Architectural Control Committee.

Section 2. Membership of Committee. There shall be two (2) members of the Architectural Control Committee. The initial members of the said Committee shall be (i) Declarant and (ii)

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Carolyn Rhein, and each of them shall serve until their successors are appointed by the Declarant. In the event of the failure of Declarant to fill any vacancy therein, then in such event, the Owners of a majority in number of the lots in Woodlake Subdivision, Unit No. 4, shall have the right to fill any vacancy therein. The members of the Committee may designate a representative to act for it. 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 on any Lot. In the event the Architectural Control Committee fails to approve or disapprove a design and location within thirty (30) days after appropriate plans and specifications have been submitted to it, approval will be deemed to have been granted. Said 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.

Section 3: Committee Fees. The Architectural Control Committee may charge a fee for services attendant to approval of plans not to exceed \$10.00 per thousand square feet of total floor area or fraction thereof. The Committee may charge a fee of \$100.00 per thousand square feet of total floor area or fraction thereof if plans are submitted after construction has begun.

ARTICLE III

USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, private garage, carport and

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associated lakeshore structures.. No garage apartments shall be permitted on any Lot. No commercial enterprise of any nature shall be entered into or conducted on any Lot. A garage or carport to house at least one (1) automobile must be provided on each Lot. No garage or carport shall be open toward the street unless approved by the Architectural Control Committee. Each Owner will install a front yard light as part of any construction of a dwelling on a Lot.

Section 2. Dwelling Size. The habitable heated area of the main structure, exclusive of open porches and garages, on each Lot shall be not less than 1,800.00 square feet.

Section 3. Building Location and Setback Lines. No building shall be located, erected or permitted on any Lot between the front property line and the setback line as shown on the subdivision plat or nearer than ten feet (10') to an interior lot line without prior written consent of the Architectural Control Committee.

Section 4. Resubdivision of Lots. No Lot shall be resubdivided into additional Lots (Resubdivided Lots) without the prior written consent of the Architectural Control Committee. No building or structure shall be constructed or permitted on any tract consisting of less than the entirety of one lot as originally subdivided without the prior written consent of the Architectural Control Committee.

Section 5. Fences. No fence or wall more than two (2) feet in height shall be erected, placed, altered or permitted nearer to any street than any minimum building setback line or lines. No fence or wall shall extend past the flowage servitude or easement without prior written consent of the Architectural Control Committee.

Section 6. Trees. No tree on any Lot three (3) inches in diameter or larger at twenty-four (24) inches above ground shall

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be damaged, cut or destroyed without prior written approval of the Architectural Control Committee. Under no circumstances shall a Dogwood tree, regardless of size, be damaged, cut or destroyed without prior written approval of the Architectural Control Committee. Such authority is vested in this Committee to aid in maintaining the natural beauty of the Properties. In the event a permanent tree -- that is, a tree not approved for cutting at the time of initial construction of improvements on a Lot -- becomes diseased or damaged requiring its removal, the owner of said Lot shall immediately on removal of said tree, replace said tree with a tree of not less than one (1) inch in diameter at twenty-four (24) inches above ground.

Section 7. Boat Houses and Constructions Extending Into the Lake. No boat house, pier, launching ramp or other construction extending into the Lake shall be constructed or permitted to exist on, from or connect to, any Lot until the construction plans and specifications and a plan showing the location of the proposed structure have been approved, in writing, the Architectural Control Committee and the Cypress-Black Bayou Commission or other appropriate governmental entity.

Section 8. Transport Vehicles. Trucks with tonnage in excess of three-fourths (3/4ths) ton shall not be permitted to park on the streets, driveways or Lots overnight; no vehicle of any size which normally transports inflammable or explosive cargo may be kept in this subdivision at any time.

Section 9. 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 the Architectural Control Committee. No Lot or Lots shall be resubdivided without approval of the Architectural Control Committee.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done

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thereon which may be or become any 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 Properties.

Section 11. Prohibited Uses and Structures. No structure of a temporary character, trailer, basement, garage, barn or other similar out-building shall be used on any Lot at any time as a residence, either temporarily or permanently. No mobile home, tent, shack or temporary structure shall be permitted at any time. No electric or electronic structure, device, transmitting or receiving tower, dish, station or other similar equipment shall be placed, erected or maintained outside a home on any Lot unless same is located (a) in the rear of an existing home and (b) no closer to any Lot line than twenty feet (20'), provided that a variance may be obtained only by prior written approval of the Architectural Control Committee.

Section 12. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than one (1) square foot, or one 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 13. Servitudes. Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 14. 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

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or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot:

Section 15. Animals, 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.

Section 16. 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 17. Water and Sewage. The owner of each Lot shall provide a water and sewage system sufficient to serve the Lot, said system or systems (which may serve more than one Lot) to be constructed and operated in accordance with all appropriate governmental regulations, prior to any use of the Lot for residential purposes. If an oxidation pond is required, same must be completely enclosed by a wood fence at least six (6) feet high. Location and design of all sewer systems must be approved by the Bossier Parish Health Unit and any other governmental body having jurisdiction thereof, and also by the Architectural Control Committee, prior to construction or use thereof:

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. 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 20. Conformance to Zoning. No Lot, including any improvements thereon, may be used in a manner which is not in conformity with all Zoning Ordinances and rules of a governmental authority having jurisdiction.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, shall have the right to enforce, by any remedy available for the purposes, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed under the provisions of this Declaration. Failure of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right so to do thereafter.

Section 2. Severability. Invalidation of any one 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. Term and Application. 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 Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless the majority of the then Owners of the Lots shall execute and record an instrument terminating or modifying said covenants and restrictions.

Section 4. Amendment. The covenants and restrictions of this Declaration may be amended by an instrument signed by those persons including Declarant, owning more than fifty percent (50%) of the Lots. No amendment shall be effective until same is

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properly recorded in the Conveyance Records of Bossier Parish, Louisiana.

THUS DONE AND SIGNED in the presence of me, Notary, and the undersigned competent witnesses, in Shreveport, Caddo Parish, Louisiana, on this the 16th day of December, 1993.

WITNESSES:

BLACK BAYOU PARTNERS, LTD.

Peri Ravell
Donna M. Boone

By: [Signature]
Weyman H. Oden, Jr., Managing Partner

[Signature]
NOTARY PUBLIC