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PROTECTIVE COVENANTS

FILED AND RECORDED  
BOSSIER PARISH, LA

BAYOU BEND DEVELOPMENT, INC.

2002 SEP 24 P 1: 29 PARISH OF BOSSIER

UNIT NUMBER 6

Jean L. Carraway  
STATE OF LOUISIANA  
CLERK & EX-OFFICIO  
RECORDER

BEFORE ME, the undersigned authority, a Notary Public, came and appeared:

BAYOU BEND DEVELOPMENT, INC. (the "Developer"),  
represented herein by its President, Ralph C. Merritt,

who, being duly sworn, did declare:

BAYOU BEND DEVELOPMENT, INC. is the owner of all of the lots in BAYOU BEND SUBDIVISION, UNIT NUMBER 6, as per Plat recorded in Book \_\_, page \_\_ of the records of Bossier Parish, Louisiana (the "Subdivision").

The purpose of these covenants is to establish a uniform plan for the development and improvement of Bayou Bend Subdivision, Unit Number 6, and to assure as far as can be, that Bayou Bend Subdivision, will be free of undesirable buildings and activities. It is intended that these regulations and restriction on use and ban on certain undesirable activities and events will make and keep Bayou Bend a desirable, safe and orderly place to live and will make Bayou Bend properties more saleable in the years to come, and preserve and improve their value.

I.

Architectural Control Committee

The Architectural Control Committee shall consist of 3 members and shall be appointed by the directors of Bayou Bend Development, Inc. The Architectural Control Committee may appoint one or more of its members to act on behalf of the committee.

No approval of plans or specifications shall ever be construed as representing or implying that such plans or specifications will result in a properly designed, constructed or located structure.

Neither the Architectural Control Committee, nor any of its members, nor the Developer shall ever be liable for any loss, cost, damage, expense or injury arising out of or in any way related to the performance or nonperformance of the duties of the Architectural Control Committee, unless due to the willful misconduct or bad faith of the party to be held liable. In the event any legal proceedings related to these Protective Covenants are instituted against the Architectural Control Committee, any of its members or the Developer, and the party sought to be held liable is not found to have been guilty of willful misconduct or bad faith, the party instituting such legal proceedings shall be liable for and shall pay the reasonable costs and expenses (including, but not limited to, attorney fees) incurred by the Architectural Control Committee, any of its members, or the Developer, in connection with such legal proceedings.

II.

Architectural Control

No building, fence, wall or other structure whatsoever shall be commenced, erected or maintained upon any lots in the Subdivision nor shall any exterior addition, changes or alteration to an existing building thereon be made until plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same shall have been submitted to and approved in writing by the Architectural Control Committee. In the event said Architectural Control Committee fails to approve or disapprove such design and locations within 30 days after said plans and specifications have been submitted to it, approval will be deemed granted and this Article deemed fully complied with. Said 30-day period shall commence to run from the date of receipt by the Architectural Control Committee of said plans and specifications which may be evidenced by a postal receipt for certified or registered mail. Notwithstanding anything to the contrary contained herein, however, no plans and specifications are to be submitted to the Architectural Control Committee that are copies of another builder's plans or that are copyrighted unless the written consent of such builder or owner of the copyright for such copying is submitted to the Architectural Control Committee with the plans and specifications. The Architectural Control Committee will concern itself with maintaining the natural beauty and scenic and architectural harmony of the Subdivision. The Architectural Control Committee will concern itself with location of buildings, exterior designs and exterior materials to provide what the Architectural Control Committee considers to be harmonious blendings with existing structures. The Architectural Control Committee may charge a fee of \$100 per 1000 square foot of total floor area or fraction thereof plus a reasonable attorney's fee, if plans are submitted after construction has begun. The minimum fee charged in any instance will be \$50.00.

The Architectural Control Committee is empowered to waive or change requirements in these Protective Covenants on a case-by-case basis, provided such changes or waivers are in compliance with city, parish and state regulations governing residential subdivisions.

III.

Land Use and Building Type

No lot in the Subdivision shall be used except for residential purposes and no business or commercial activity will be conducted from or in the Subdivision. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached permanent type single-family dwelling not to exceed two stories in height.

Lots 81A through 89A are not building sites. No construction of any kind is allowed on these lots including storage sheds, fences and barns. No clearing allowed except for underbrush. No fill material shall be deposited on these lots. THERE SHALL BE NO EXCEPTIONS.

Each dwelling shall have an enclosed garage adequate to accommodate not less than two automobiles; and shall have a paved concrete driveway access thereto likewise of width adequate to accommodate two automobiles side by side. Garage doors, except when the garage entrance is in use, will be kept closed.

No garage door shall face any street. Nevertheless, in exceptional cases, this restriction may be waived by the Architectural Control Committee with respect to detached garages or in circumstances involving difficulties with corner lots. No waiver of this restriction will be granted unless the garage door is at least twenty (20) feet behind the building setback line.

Detached garages, detached guest houses and any other detached structures may be built on any lot if the same architectural style and material are utilized as in the main residence. The exact location of any detached structure on the property must be specifically approved by the Architectural Control Committee.

All houses shall be built to SWEPCO "GOOD CENTS" standards and all electric services shall be provided by SWEPCO.

Where public sanitary sewer system services are available, no residence shall be connected to any other sanitary sewage disposal facility.

Notwithstanding the other provisions hereof, any builder of homes in Unit Number 6 may occupy and use a model home for the purpose of maintaining an office for sales personnel or other personnel associated with the builders' business.

IV.

Dwelling Size

The floor area, aka heated and A/C square feet, of the main structure, exclusive of all exterior storage, whether attached or detached, and exclusive of all open porches and garages, on any lot in the Subdivision, shall be not less than two thousand (2,000) square feet, provided, however, in special situations this minimum area provision may be waived in writing by the Architectural Control Committee, if the Architectural Control Committee should find that the proposed residence is aesthetically acceptable to the proposed building site.

The front side of any single or multi-story dwelling shall be of width sufficient to be in harmony with the building site size of other dwellings in the neighborhood.

V.

Fences and Walls

All fencing which runs along any rear lot line or side lot lines shall be constructed of treated pine or cedarwood on metal or wood support posts. The finished color of all fences must be approved by the Architectural Control Committee. Except with the approval of the Architectural Control Committee, all other fences erected on any lot shall be of treated pine or cedarwood and no fence shall be erected in the nature of "cyclone," "barb" wire, "hog" wire or similar type mesh. Wooden slats are required to cover all metal posts supporting wooden fences.

No wall shall be constructed unless constructed of stone or brick. No fence or wall shall be more than seven (7) feet in height above the average ground level. All plans for the construction or alteration of any fences or walls shall first be submitted to, and approved in writing by, the Architectural Control Committee.

No fence or wall shall be constructed or allowed to remain nearer a side street than the appropriate minimum building setback line or lines. As to the front street, no fence or wall shall be constructed or allowed to remain forward of the rear foundation line of the residence unless specifically authorized in writing by the Architectural Control Committee. It is the responsibility of the homeowner to maintain all fences in good condition.

VI.

Landscaping and Trees

In addition to the requirements set forth in Article II hereof, no building, fence, wall or other structure shall be commenced, erected or maintained upon any lot covered hereby until fully developed, complete, professional landscaping plans for such lot have been submitted to and approved in writing by the Architectural Control Committee. All such landscaping plans shall include plans for trees and shrubs. For each lot, there shall be a minimum requirement of two (2) large trees (trees with a minimum caliper of two (2) inches and a minimum height of eight (8) feet) in the front yard.

VII.

Vehicles

No automotive vehicles will at any time, day or night, be parked within the right-of-way of any street either upon the roadway, the shoulder or the adjacent open area, but shall at all times be parked within the boundaries of privately-owned property.

No vehicle normally or actually used for the transportation of inflammatory or explosive cargo may be kept within the Subdivision either on the public street or on privately-owned property at any time.

Except in an emergency, no truck of tonnage in excess of 3/4 ton, inoperable automotive vehicle, mobile home, unused appliance, travel-trailer, utility trailer, boat, and/or boat trailer, recreational vehicle, school bus, commercial vehicle or industrial or commercial equipment, and/or motorhome shall be stored, kept, allowed to remain, parked or repaired upon the street nor upon any land lying within the Subdivision, without the prior written approval of the Architectural Control Committee. The Architectural Control Committee will not approve deviations from this provision except under such conditions that the prohibited vehicles cannot be viewed from a street and where such vehicles are substantially screened from the view of adjoining properties.

VIII.

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 a nuisance or annoyance to the neighborhood.

Engagement in any of the activities prohibited in this Article shall be deemed an offensive activity and subject to the provisions of Article XXX.

IX.

Other Structures

With the exception of the residence and garage or other structure of the same design, material and color of the residence, no temporary or permanent structure, trailer, tent, or other outbuilding shall be allowed on any lot at any time unless same has previously been approved by the Architectural Control Committee. Notwithstanding anything to the contrary contained herein, bona fide builders may have temporary structures on residential lots during the construction of a residence on that lot. As part of approval, the Architectural Control Committee may require screening from view by the public or adjacent property owners of any such building placed on a lot.

X.

Metal Storage Buildings

NO METAL STORAGE BUILDING SHALL BE PLACED UPON NOR ALLOWED TO REMAIN ON ANY LOT AT ANY TIME.

XI.

Signs

Without the consent of the Architectural Control Committee, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder of the developer to advertise the property during the construction and sales period.

Any sign, temporarily or permanently displayed within the subdivision shall be neatly constructed and neatly lettered in a professional style acceptable to the Architectural Control Committee.

XII.

Mailboxes

All mailboxes, and standards therefor, must be of the type and size acceptable to the Architectural Control Committee and the United States Postal Service and said mailboxes shall be placed in a location acceptable to the said Architectural Control Committee and the United States Postal Service.

No mailbox or standard therefor may be erected unless the type and size and location thereof have been previously approved in writing by the Architectural Control Committee.

XIII.

Driveways

Driveways shall be constructed of reinforced concrete and shall be at least four (4) inches thick. No other driveway surface is permitted unless approved in writing by the said Architectural Control Committee.

XIV.

Easements

Easements for the installation and maintenance of utilities and/or drainage facilities are reserved as shown on the recorded plat.

The aforesaid easements are across the rear of each lot and/or along one or more sides of certain of the lots. It is anticipated that the area of such easements may be utilized for more than one purpose at the time of construction of the improvements and/or at some future date. Accordingly, improvements or obstructions shall not be placed upon these easements as the same might have to be removed in the future at the expense of the homeowner.

XV.

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, 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 or maintained upon any lot.

XVI.

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 in the total number of not more than three animals in the aggregate, excluding young of not more than 60 days of age, but may not at any time be kept, bred or maintained for any commercial purpose.

It is the intent of this Article to prohibit the keeping of groups of animals in such number that they create a nuisance due to excessive noise or noxious odors brought about by the keeping of such animals.

All animals shall be kept on a leash if out of the confines of their respective owners' lot boundaries per ordinance adopted by the Bossier Parish Police Jury.

XVII.

Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

Garbage and trash shall not be set out near the street for pick-up by garbage removal service. Garbage and trash removal services shall pick up the garbage and trash and return the empty containers to street side. In the event garbage and trash removal services pick up the garbage and trash from the front of the house, the garbage and trash, and any receptacles therefor, shall not be placed at the front of the house more than 24 hours before normal pick-up time nor shall be allowed to remain at the front of the house more than 24 hours after actual pick-up time.

XVIII.

Sight Distance at Intersections

No fence, wall, hedge or shrub planting which obstructs sight lines or elevations between two and six 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 25 feet from the intersection of the street property lines. 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.

XIX.

Relocation of Buildings

Construction of new buildings only shall be permitted. It is the intent of this covenant to prohibit the moving of any existing buildings onto a lot and remodeling or converting same into a dwelling unit in the Subdivision.

XX.

Firearms

Discharge or firing of any air rifles, pellet guns or firearms of any type within the subdivision is prohibited except in defense of property or persons.

XXI.

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Drainage

For drainage purposes, the grades and elevations of the land as existing at the time of conveyance of the respective lot or plot by the Developer shall for all purposes and as to all parties be deemed the natural grades and elevations and said grades and elevations shall not be changed or altered unless specifically shown in submitted plans, and approved by the Architectural Control Committee.

Nothing contained herein shall be construed to prevent construction of foundations above applicable flood levels or to prevent adequate drainage of the structure, provided that all such facilities are reflected in the submitted plans. Post construction, all grading of individual lots will be of such grade as to allow water to drain from the rear of the lot to the front of the lot (to the street).

XXII.

Completion of Improvements

Construction of residential improvements upon any lot once commenced shall be carried forward with due diligence and substantially completed within not more than six months from the date of commencement.

XXIII.

Antenna

No radio or television transmitting or receiving antenna or equipment having power in excess of 1/2 watt shall be placed on or kept within the Subdivision without the specific written approval of the Architectural Control Committee. In the event of the Architectural Control Committee it will be incumbent on the owner of such transmitting or receiving antenna or equipment to assure that his equipment does not interfere with television or radio reception in the area. In the event such interference does occur, the owner of the transmitting or receiving equipment shall correct the interference or remove the equipment from use.

XXIV.

Roofs

Prior to the construction of any improvement on a given lot, the quality and type of roof for the improvements are to be first approved in writing by the Architectural Control Committee. All roofs on whatever part of the residences situated shall have a pitch not less than 9/12, unless otherwise specifically approved by the Architectural Control Committee. Roofing shingles shall be Architect 80 or equivalent.

XXV.

Chimneys

Prefabricated fireplace flue pipes must be shrouded with materials consistent with the exterior materials used in the main structure and preferably brick or stucco.

XXVI.

Bayou Bend Homeowners Association

The owner of each lot shall be a member of BAYOU BEND HOMEOWNERS ASSOCIATION, with the same rights and subject to the obligations as other members of said Association, provided that persons or entities who hold an interest in a lot merely as security for performance of an obligation shall not be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is made subject by Declarant to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

XXVII

Resubdivision Prohibited

No lot or lots in Bayou Bend, Unit Number 6, may be resubdivided, in whole or in part, without the prior written consent of the Architectural Control Committee.

XXVIII.

Severability

Invalidation of any one of these covenants or any portion thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Enforcement

The Architectural Control Committee or the Developer, in their own right and/or as representative of any Owner, or any Owner shall have the right to enforce in a Court of law of competent jurisdiction, by injunctive relief or otherwise, until violation of any restriction, condition, covenant or reservation now or hereafter imposed by the provisions of these covenants, or placed of record by the Developer, affecting lands covered hereby has ceased or been corrected. Any attorney fees incurred by the Architectural Control Committee or the Developer or any Owner in the enforcement of these restrictions, conditions and covenants shall be paid by the violator thereof. This provision grants a right of enforcement, but in no way obligates the Developer, the Architectural Control Committee or any Owner to pursue such enforcement. Failure by the Architectural Control Committee or any Owner for any period of less than two (2) years to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

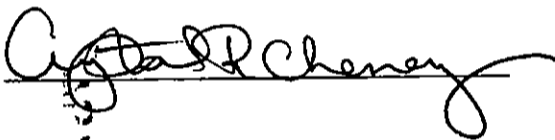
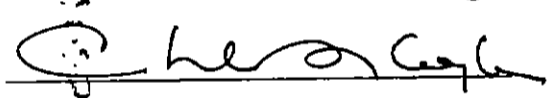
XXX.

Term and Amendment


These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants; and automatically shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

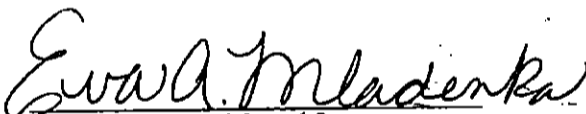
These protective covenants and restrictions may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the lot owners and thereafter by an instrument signed by a majority of the lot owners. Any amendment must be properly recorded.

THUS DONE AND PASSED before me, Notary, and the undersigned competent witnesses, on this 24 day of September, 2002.

BAYOU BEND DEVELOPMENT, INC.

  
Ralph C. Merritt, President

  
NOTARY PUBLIC in and for  
Bossier Parish, Louisiana.