

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
COUNTRY PLACE

As Of September 1982

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BE IT KNOWN:

This Declaration, made on the date hereinafter set forth by:

COUNTRY PLACE, INC., appearing
herein by James L Larkin, its
President,

hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Owner in the entirety of that certain property in the Parish of Bossier, State of Louisiana, described as follows:

A tract of land located in the East one-half (E1/2) of the Southeast Quarter (SE1/4) of Northeast Quarter (NE1/4) of Section 9, Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) and Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of section 10, the East 5.40 acres of Plot 8 of Williams Subdivision as shown In Map Book 60, page 167, Bossier Parish, Louisiana. The West Half (W1/2) of Lot 8, Williams Subdivision, Bk. 60, page 167 (less R/W), Tract 3 of the survey in the East half (E1/2) of Southeast Quarter (SE1/4) of Section 9, prepared by Ben E. Ramsey, date March 26.1973 and filed in the public records of Bossier Parish, Louisiana under Registry No. 164,198, all being in Section 9, 10, and 15, Twp. 18 North, Range 12 West, Bossier Parish, Louisiana and more fully described as follows:

Begin at the common corner of Sections 9, and 10, proceed South 89°51'20" West along the South line of Section 9 438.87 feet;

Thence North 0°11'50" East, 2640.68 feet;

Thence North 89°56'20" West, 225.71 feet;

Thence North 0°11'50" East 1320.81 feet;

Thence South 89°52'39" East, 650.55 feet; to a point on the common N-S line of Sections 9 and 10;

Thence South 89°31'43" East, 1320.0 feet;

Thence South 0°01'02" West 2640.0 feet to a point on the North line of Williams Subdivision. Book 60, page 167;

Thence North 89°29'40" West along the North line of said Williams Subdivision 990.0 ft. to the Northeast (NE) corner of Lot 8 of Williams Subdivision;

Thence South along the common line of Lots 7 and 8 of Williams Subdivision 1346.9 ft. to a point on the North R/W line of U.S. Hwy. Nos. 79 and 80;

Thence North 88°49' West along said North R/W line 329.9 ft. to a point on the West line of Section 15;

Thence North 23.0 ft. to the Point of Beginning, said tract containing 136.31 acres, more or less.

(Note # 1)

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 be a covenant running with, the lands to which they apply and shall be binding on all parties having any right, title or interest in the properties to which they apply or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each such party.

Article I **DEFINITIONS**

Section 1. "**Association**" shall mean and refer to COUNTRY PLACE HOMEOWNERS 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 as herein defined, which is apart of the Properties, including contract purchasers, 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 herein above described, and such additions thereto as may hereafter be added.

Section 4. "**Common Areas**" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

TRACT 1

Commence at the intersection of the center line of Country Lane as dedicated by Plat recorded in Conveyance Book 450 page 636 records of Bossier Parish, Louisiana, with the South line of Section 9, T18N, R12W, Bossier Parish, Louisiana:

Run thence North 0°11'50" East 485 feet;

Thence on a curve to the right having the following data: D-56°30'10", T-150.0 ft., R-279.15 ft., a distance of 275.28 feet;

Thence North 33°18' West 30.0 feet for the Point of Beginning of description of the property herein to be described;

Run thence Southwesterly along the Westerly boundary of said Country Lane 30 feet;

Thence North 33°18' West 80 feet;

Thence North 01°11'50" East 160 feet;

Thence North 32°42' East 230 feet;

Thence North 89°5' 1'20" East 110 feet;

Thence North 33° 18' West 140.0 feet;

Thence North 56°42' East 30 feet;

Thence South 33°18' East 240 feet;

Thence Southerly and Westerly along the Westerly boundary of said Country Lane first on a curve to the right 204.2 feet and then South 56°42' West 260 feet to the Point of Beginning.

TRACT 2

Commence at the Northeast corner of the tract described next above which lies in the Westerly boundary of Country Lane;

Run thence North 56°42' East 60 ft. for the Point of Beginning of the tract herein to be described;

Run thence Northerly along the Easterly boundary of said Country Lane 120 ft.;

Run thence North 56°42' East 130.0 feet;

Thence South 33°18' East 270 feet;

Thence South 56°42' West 160 feet to intersection with the Easterly boundary of said Country Lane;

Thence Northerly along said Easterly boundary of Country Lane North 33°18'West 155 feet to the Point of Beginning.

(Note #2)

Section 5. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area and such areas as are by the said map dedicated to public or specific private use; provided however, when one or more platted Lots and/or parts of a platted Lot, but not more than two (2) Lots held, under a single of common ownership constituting a single tract, is occupied by a single residence, then such single tract, so constituted shall be deemed a single Lot for the purpose of assessment for annual and/or capital Improvement assessments, and provided further that such "Lot" will be deemed to sustain only One (1) membership in the Association.

Section 6. Declarant shall mean and refer to:

COUNTRY PLACE, INC., its successors and assigns,

if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Article II
PROPERTY RIGHTS

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- (b) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, except as hereinafter provided.

No such dedication or transfer shall be effective except with approval of the Board of Directors and the assent of two-thirds (2/3) of the votes of each Class of Members who vote in person or by proxy at a meeting called for this purpose,

provided written notice thereof shall be mailed each member not less than Thirty (30) days nor more than Sixty (60) days in advance of such meeting, and the substance of the proposal to be acted upon; except with respect to dedication of easements for utilities which service lands lying with the properties and/or the Common Area, which may be made by the Board of Directors, with the consent of the Federal Housing Administration and/or the VA if such deviation or transfer affect a major portion of the Common Areas or the improvements thereon, belonging to the Association, action may be taken at the same time to terminate or substantially reduce the obligations of the Owner as set out in Article IV relative to Assessments for Maintenance and/or for Capital improvements.

(d) The right of an individual Owner to the exclusive use of parking spaces as provided in Section Three (3) of this Article.

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

Section 3. Parking Rights. Ownership of any Lot not having on such Lot itself area sufficient to reasonably provide parking accommodations for at least two automobiles, shall entitle the Owner or Owners thereof to the exclusive use of not less than two automobile parking spaces situated in a designated parking area within the Common Area which shall be as near and convenient to the said Lot as reasonably possible, together with the right of ingress and egress in and to said parking area.

Article III **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any tract of land which is subject by covenants of record to assessment by the Corporation, including contract purchasers, shall be a member of the Corporation, except for sons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. The Association shall have two Classes of voting memberships:

Class A: Class A members shall be all Owners with the exception of Declarant and shall be entitled to One (1) vote for each Lot owned as the same is defined in Article 11, Section 5. When more than one persons owns an interest in any Lot, all such persons shall be members. The vote entitled by the Ownership of such Lot shall be exercised as a single vote as the Co-owners among themselves determine; but in no event shall more than One (1) vote be cast with respect to any Lot as defined in Article 1, Section 5.

Class B. The Class B member shall be Declarant, and it shall be entitled to three (3) votes for each platted Lot owned by it, provided however:

The Class B membership shall cease and be converted to a 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 outstanding in the Class B membership; or
(b) On the 1st day of January, 1985.

Article IV **ASSESSMENTS**

Section 1. Creation on 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 therefore, 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, levied for operation of the Association, and for maintenance and operation of the Common Area and its facilities and

(2) Special assessments for capital improvements; Pursuant to the following.

Such Annual and Special Assessments, shall be established and collected as hereinafter provided. Not more than One (1) of each of such assessments shall be levied for each Lot as defined in Article 1, Section 5. The Annual and Special Assessments respectively, together with interest, costs, and reasonable attorney's fees incurred in the collection and enforcement thereof, which are hereby fixed at Fifteen percent (15%) of the sum to be collected or One Hundred Dollars (\$100.00), whichever shall be the greater, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due, until the same is discharged. As between the Association and the member, the assessment shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made from the date of the Assessment falls due, and/or as to others, from the date of recordation of an authentic act declaring the name of the debtor the description of the property affected, and amount due is filed in the Mortgage Records of Bossier Parish, Louisiana. The personal obligation for delinquent assessments shall not become the personal obligation of 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 operation, improvement and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. Until January 1st, 1976-the Annual assessment shall be \$120.00 per Lot shown on the subdivision map as to the Lots owned by Declarant, as to Lots owned by Class A members the Annual assessment shall be the sum of \$120.00 per Lot as herein defined in Article 1, Section 5; and shall be payable on a monthly, quarterly, bi-annual, or annual basis as fixed by the Board of Directors, commencing the first day of the month following the vesting of title.

(Note # 3).

(a) Commencing with the year 1976, the maximum Annual assessment may be increased each year not more than five (5) percent above the maximum assessed for the previous year, by the Board of Directors without a vote of the Membership.

(b) Commencing with the year 1976, the maximum annual assessment maybe increased each year by more than five (5) percent by a vote of two-thirds (1/3) of each Class of members who are voting, in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual assessments authorized, the Association may levy, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Capital improvement upon the Common Areas, 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 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. **Written** notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent all members not less than Thirty (30) days nor more than Sixty (60) days in advance of the meeting at the last address of record on the books of the Association, furnished by the member, which Notice shall state the substance of the proposal to be acted upon.

It shall be, solely, the duty of the member to advise the Secretary of the Association of his mailing address, at the time of his becoming a member, and of any change thereof.

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, subsequent meeting may be called subject to the same notice requirement until a quorum is present, and the required quorum at each subsequent meeting shall be one-half of the quorum required at the preceding meeting. No subsequent meeting shall be held more than Sixty (60) days following the proceeding meeting.

Section 6. Uniform Rate of Assessment. Both annual and Special assessments must be fixed at a uniform rate on a per Lot basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be effective on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of full months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least Sixty (60) days in advance of Commencement of the 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 the status of a specified assessment and when such certificate properly executed has been delivered the same shall be binding upon the Association as of the date of issue which date shall be stated therein.

Section 8. Effect of 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 Six percent (6%) per annum. A reasonable "late payment" charge may be levied by the Association to the amount lawful. The Association may bring an action at law against the Owner personally obligated to pay the same and/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 Areas or abandonment of his Lot, or by any other unilateral action.

Section 9. Subordination of the Lien to Mortgage. The lien to secure the assessments provided for herein shall be subordinate to the lien of any first Mortgage affecting any lands covered hereby, whether such first Mortgage be executed and/or recorded prior or subsequent to the recordation of this Declaration. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any such 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, but no sale or transfer however occurring, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and except for the foreclosing Mortgagee, any subsequent Owner shall become personally liable therefor as was the original Owner of such Tract, with respect to indebtedness thereafter arising.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments created herein:

- (a) All properties dedicated to and accepted, by local public authority,;
- (b) The Common Area; and
- (c) All Properties owned by a charitable or nonprofit organization exempt from taxation by the Laws of the State of Louisiana. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Article V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties covered hereby 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 and location of the same shall have been submitted to and approved in writing as to harmony of exterior, design and location in relation to surrounding structures and topography by the Country Place Homeowners Association, Inc. In the event said Association fails to approve or disapprove such design and location 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 Association of said plans and specifications which may be evidenced by a Postal receipt for certified or registered mail. The Association will concern itself with maintaining the natural beauty and assure scenic and architectural harmony of the subdivision. The intent of this provision is to discourage house plans which will require extensive alteration of the topography by cutting and filling of earth and/or extraordinary cutting of trees, the purpose being to keep existing topography essentially intact. The Association will also concern itself with location of buildings, exterior designs and exterior materials to provide what the Association considers to be harmonious blendings with

existing structures. The Association may charge a fee of \$100 per 1000 square foot of total floor area or fraction thereof plus a reasonable attorney fee, if his services are necessary, if plans are submitted after construction has begun. The minimum fee charge in any such instance will be \$50.00.

Article VI **GENERAL PROVISIONS**

Section 1. Vehicles. The presence or operation of two-wheel, three-wheel, or four-wheel, or horse-drawn vehicles, except equipment used in maintenance, in the Common Area is prohibited except as expressly permitted by the By-Laws of the Association.

Section 2. 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.

Section 3. Enforcement. The Association in its own right and/or as representative of the owner, and/or any Owner, shall have the right to enforce, in a court of law of competent jurisdiction, by injunctive relief or otherwise of the privileges of membership in Country Place Homeowners Association, Inc., until termination or correction of any violation thereof, any restriction, condition, covenant, reservation, lien, and/or charge affecting lands covered by this Declaration now or hereafter imposed by the provisions of this Declaration or placed of record by Country Place, Inc. Failure by the Association or any Owner for any period of less than two (2) years to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of anyone of those covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect as to such others.

Section 5. 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 periods of Ten (10) years. This Declaration may be amended during the first Twenty (20) year period by not less than Ninety percent (90%) of the Owners, and thereafter by all instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the Public Records of Bossier Parish, Louisiana.

Provided however, than as long as there is Class B membership, additional common area may be created and convened to and accepted by the Association and with prior approval of the Federal Housing Administration or the Administration of Veterans Affairs.

Section 6. Annexation. Additional residential property and/or Common Areas may be annexed to the Properties:

(a) provided the same shall have the assent of two-thirds ⁽¹¹³⁾ 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 any meeting called for the purpose of taking such action shall be sent all members not less than ten (10) nor more than thirty (30) days in advance of the meeting at the last address of record on the books of the Association, furnished by the member; which Notice shall state the substance of the proposal to be acted upon.

or,

(b) by Declarant, COUNTRY PLACE, INC., or its successor, or its specific assignee of this reserved right, without consent of the members, until January 1, 1985, provided, either the Federal Housing Administration, or the Veteran's Administration, determine that the annexation is compatible with the general plan for COUNTRY PLACE as approved by them.

Section 7. Noxious and Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe 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, the storage and/or repair of vehicles within the subdivision is prohibited. A determination by the Association that any given activity or condition constitutes a nuisance under these provisions shall be conclusive evidence thereof and shall be immediately corrected by the offending owner.

Section 8. Antennae. No radio or television transmitting antenna not transmitting equipment, in excess of one-half (1/2) watt power shall be placed or kept within the Subdivision without the specific approval of the Architectural Committee. In the event of the approval by the Association it will be incumbent on the owner of such transmitting antenna and/or equipment to be responsible 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 equipment shall correct the interference or remove the transmitting equipment from use.

Section 9. **FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants. Conditions and Restrictions.

WITNESSES: COUNTRY PLACE, INC.

(Signed)

(Signed)

(Signed)
By.. James L Larkin
President

THUS DONE AND PASSED, in my office in the City of Shreveport, Caddo Parish, on this the 10th day of Sept., 1975, in the presence of Darla Hunsicker and Vicki Hammack the undersigned competent witnesses residing in the aforesaid Parish, who hereunto subscribe their names together with the said Appearer, JAMES L LARKIN, President of COUNTRY PLACE, INC., and me, Notary after reading of the whole.

(Signed)
Charles E. Tooke, Jr.
Notary Public