

PROTECTIVE COVENANTS
COUNTRY PLACE
UNIT FIVE (5)

As Of March 1983

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STATE OF LOUISIANA

PARISH OF CADDO

PROTECTIVE COVENANTS COUNTRY PLACE SUBDIVISION UNIT FIVE (5)

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

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

who being duly sworn did declare:

COUNTRY PLACE, INC. is the owner of COUNTRY PLACE, UNIT FIVE (5) SUBDIVISION, as per Plat recorded in Conveyance Book 583, pages 66-67, Records of Bossier Parish, Louisiana.

The purpose of these Covenants is to assure as far as can be that Country Place will be free of undesirable buildings and activities, It is intended that these regulations and restrictions on use and ban on certain undesirable activities and events will make and keep Country Place a desirable, safe and orderly place to live and will make Country Place properties more saleable in the years to come, and preserve and improve their value.

That from this date the lands lying within said Subdivision shall be held, owned and conveyed subject to the following covenants, restrictions and reservations:

Article I LAND USE AND BUILDING TYPE

No tract, except Lot 363 therein, shall be used except for residential purposes. No business or commercial activity will be conducted from or in the subdivision except in the course of new homes in the subdivision. No building shall be erected, altered, placed, or permitted to remain therein other than residential permanent type dwellings not to exceed two stories in height.

Each dwelling shall have a carport or enclosed garage adequate to accommodate two automobiles.

All garage access openings which face a street shall be provided with doors fully enclosing the same; which doors, except when the entrance is in use, will be kept closed.

No open carport shall face a street. An open carport shall be provided with a masonry screen wall not less than four (4) feet in height on a side facing a street.

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

It is required that any private water supply be installed, constructed, and maintained pursuant to the regulations of the Bossier Parish Board of Health and approved by the State Board of Health prior to use.

Article II DWELLING SIZE

With respect to the residences situated in said Subdivision:

Any dwelling unit shall have a heated area of not less than 1200 square feet, exclusive of all exterior storage, whether attached or detached and exclusive of all open porches and garages.

With respect to the residences erected on all other Lots, the HEATED AREA shall be not less than 1200 square feet;

But provided, however, in special situations this minimum area provision may be waived by the Association affecting the lands lying within this subdivision as recorded in the records of Bossier Parish, Louisiana, if the Association should find that the proposed residence is esthetically acceptable to the Proposed building site.

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

Article III BUILDING LOCATION

No building shall be located, erected, or altered on any lot in contravention of the applicable setback lines set out of the Subdivision plat aforesaid; nor nearer than Five (5) feet from interior property ownership line.

Article IV LOT WIDTH

No dwelling shall be erected or placed on any tract having a width of less than sixty-five (65) feet at the front street minimum building setback line.

Article V LIGHTS

At the time of construction of the residence, there shall be installed on each homesite the mercury-vapor yard light with photo-electric control but no manual control, furnished by

Country Place, Inc.

The light will be installed at a point not less than five (5) feet from the front of the dwelling unit nor nearer than five (5) feet to the front property line.

Normal maintenance of the light will be furnished by the Association as provided in the Declaration of Covenants, Conditions and Restrictions affecting the lands lying within this subdivision and recorded in the conveyance records of Bossier Parish, without cost to the homeowner. The homeowner shall be responsible for replacing or repairing any destroyed light or light sustaining major damage.

If damage to yard lights is caused by forces other than ordinary wear and tear, the owner shall within fourteen (14) days from the date of notification, repair or replace the yard light and restore it to operating condition. In the event the homeowner does not comply with this request from the Association, the Association shall undertake to repair or replace said yard light and charge the individual homeowner the actual cost thereof, and shall have access to the premises in order to accomplish the same. It is the intent of the Article that each lot in the subdivision upon which a residence has been constructed shall have a yard light that is lit during the night hours every day of the year.

Article VI FENCES

Any fence erected on the lot shall be of cedar wood, redwood, and/or of metal "Cyclone" type construction.

No fence shall be erected of "barb" wire, "hog" wire, or similar type mesh. No fence shall be of more than six (6) feet in height above the ground level.

No fence shall be constructed or allowed to remain nearer a side street than the appropriate minimum building setback line or lines and as to the front street, no fence shall be constructed or allowed to remain forward of the front foundation line of the residence; nor shall any fence be erected or allowed to remain nearer the side-street line than the street-side of such residence or a line drawn as rearward extension of the street-side of said residence.

Article VII 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 assume scenic and architectural harmony of the subdivision. The intent of this covenant 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 1,000 square foot of total floor area or fraction thereof plus a reasonable attorney's fee, if his services are necessary, if plans are submitted after construction has begun. The minimum fee charged in any such instance will be \$50.00.

Article VIII 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 $\frac{3}{4}$ ton, inoperable automotive vehicle, mobile home, unused appliance, travel-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, except under such conditions that they cannot be viewed from a street.

Article IX 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 Article VIII shall be deemed an offensive activity and subject to the provisions of Article XXIV.

Article X 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.

Article XI SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot area advertising the property for sale or rent, or signs used by a builder 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.

Article XII 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 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 should not be placed upon these easements as the same might have to be removed in the future at the expense of the homeowners.

Article XIII OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operation 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 upon any lot.

Article XIV 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.

Article XV GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

Except as required by a public authority:

Garbage shall not be set out near the street for pickup by garbage removal companies. Garbage removal services shall pick up the garbage and return the empty containers either to the side or the rear of the house.

Article XVI SIGHT DISTANCE AT INTERSECTIONS

No hedge or shrub or other planting which obstructs sight lines between two and six feet about the street level 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 their intersection. The lower foliage line of any tree within such area shall be maintained at a height of not less than 6 feet above the street level.

Article XVII RELOCATION OF BUILDINGS

Construction of new buildings only shall be permitted, it being the intent of this covenant that the moving of any existing buildings onto a tract and remodeling or converting same into a dwelling unit in this Subdivision be prohibited.

Article XVIII
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.

Article XIX
TERM

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.

Article XX
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 Country Place, Inc. shall for all purposes and as to all parties be deemed the natural grades and elevations.

Article XXI
COMPLETION OF IMPROVEMENTS

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

Article XXII
ANTENNA

No radio or television transmitting antenna or transmitting equipment, having power in excess of ½ watt shall be placed on or kept within the Subdivision without the specific, written approval of the Association. In the event of approval by the Association it will be incumbent on the owner of such transmitting antenna and/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 equipment shall correct the interference or remove the transmitting equipment from use.

Article XXIII
SEVERABILITY

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

Article XXIV
ENFORCEMENT

The Association in its own right and/or as representative of any Owner, shall have the right to enforce in a Court of law of competent jurisdiction, by injunctive relief or otherwise, and/or by suspension, after a due notice and hearing, of exercise of the privileges of membership until violation of any restriction, condition, covenant or reservation now or hereafter imposed by the provisions of this Declaration, or placed of record by Country Place, Inc., affecting lands covered hereby has ceased or been corrected. 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.

Article XXV

All roofs on whatever part of the residences situated shall have a pitch of not less than 5/12; except as specifically approved by the Architectural Committee as indicated by the architectural style of the residence or the terrain.

Article XXVI

With respect to Lot 363, it is especially stipulated that until such time as a dwelling unit is erected thereon the said Lot may be converted into a public street and so dedicated by the Owner.

Article XXVII

In order to enhance and assure the scenic beauty of the area, it is especially stipulated with respect to Lots 261, 262, 263, 278, 279, 280, 281, and 282 that no fence shall be erected on such lots located rearward of the rear line of the dwelling unit. With respect to Lots 260 and 283, no fence shall be erected on the rear of such lot except along the westerly boundary thereof. This prohibition shall not apply to such menial screen fencing as shall be installed to conceal garbage pails, etc.; nor shall this prohibition apply to such reasonable screen fencing as may be erected to assure privacy and for safety purposes in connection with the installation and operation of a swimming pool.

Article XXVIII

With reference to Lots 366, 367, 368 and 373, it is expressly stipulated that:
No fence or other improvement shall be placed on the lots. No hedge, shrub, tree or other planting which obstructs sight lines between two (2) to six (6) feet above the street level shall be placed or permitted to remain on either of the four (4) lots mentioned. The lower foliage line of any tree on either of the said Lots shall be maintained at a height of not less than six (6) feet above the street level.

Article XXIX

"Association" wherever used herein shall mean Country Place Homeowners Association, Inc.

WITNESSES:

(Signed)
Marie C. Cowart

(Signed)
Eleanor S. Robertson

COUNTRY PLACE, INC.

(Signed)

By: James L. Larkin
President

THUS DONE AND PASSED, in my office in the City of Shreveport, Caddo Parish, on this the 25th day of January, 1978, in the presence of the attesting competent witnesses 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

FILED AND RECORDED
Bossier Parish, LA.
Clerk & Ex-Officio Recorder
REGISTRY NUMBER 308076