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FILED AND RECORDED
BOSSIER PARISH, LA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DOGWOOD SOUTH SUBDIVISION, UNIT 8
BOSSIER PARISH, LOUISIANA

JUN - 1 A 9: 54
Ernest A. Carraway
CLERK & EX-OFFICIO
RECORDER

STATE OF LOUISIANA
PARISH OF BOSSIER

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the Parish of Bossier, State of Louisiana, and in the presence of the undersigned two (2) competent witnesses, personally came and appeared:

LOGAN LAND DEVELOPMENT, LLC, a Louisiana limited liability company domiciled in Haughton, Bossier Parish, Louisiana, with mailing address of 7808 Dogwood Trail, Haughton, LA 71037, herein represented by Bruce I. Logan, its Manager, duly authorized to act herein;

hereinafter "Declarant", who after being duly sworn declared that Declarant is the owner of the following described property located in Bossier Parish, Louisiana, to-wit:

LOTS ONE HUNDRED SEVENTY-NINE (179) THROUGH ONE HUNDRED NINETY (190), DOGWOOD SOUTH SUBDIVISION, UNIT 8, a subdivision in Bossier Parish, Louisiana as per plat thereof recorded in the Conveyance Records of Bossier Parish, Louisiana under Registry No. 899977

Declarant 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 all lands comprising DOGWOOD SOUTH SUBDIVISION, UNIT 8, a subdivision in 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, except that any plot of land not designated with a lot number shall not be considered a "Lot" within the meaning of these covenants.

Section 3: "Owner" shall mean and refer to the record owner, whether one 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 Logan Land Development, LLC. If the successors or assigns 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.

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. The Architectural Control Committee shall have one or more members which shall be designated by Declarant. 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. No garage door shall face any street; provided that, in exceptional circumstances, this restriction may be waived by the Architectural Control Committee with respect to detached garages or on unusually narrow lots, corner lots or difficult sites.

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 floor area (heated area) or fraction thereof, plus reasonable attorney's fees, if the plans are submitted after construction has begun.

Section 4: "DWELLING SIZE" No dwelling erected on any lot shall contain less than 1,800 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.

Section 6: "ROOFS" Roof pitch shall be 9 in 12. All shingles shall be "architectural" shingles.

Section 7: "MAILBOXES" No individual mailboxes shall be allowed. Mailbox clusters shall be placed at such locations as may be determined by the Declarant. The cost for maintenance, repair and replacement of a mailbox cluster shall be borne pro-rata by the owners of each Lot served thereby.

Section 8: "YARD LIGHTS" A yard light approved by the Architectural Control Committee and bearing the street address shall be placed and maintained on each Lot.

Section 9: "SWIMMING DUES" Except for Declarant, the Owner of each Lot shall automatically enjoy a "pool membership" and be entitled to use of any swimming pool now owned or later constructed by Dogwood Park Homeowners Association, Inc., and shall pay such dues and other charges in connection with the swimming pool, clubhouse and other recreational facilities ("swimming dues") as may be established from time to time by the board of directors of that corporation. This membership and the payment of swimming dues shall be mandatory on all Lot Owners, with the exception of Declarant, effective upon substantial completion of a community center and pool. Should any Owner fail to pay swimming dues when they are due, Dogwood Park Homeowners Association, Inc. shall have the right at its option to (1) institute legal proceedings against the Owner for recovery of all sums due, together with interest at the rate of 12% from the date due until paid, and all costs of collection including reasonable attorney's fees, (2) suspend the swimming privileges of Owner until such time as all payments are made current, and/or (3) assert any other right available to Dogwood Park Homeowners Association, Inc. in the case of nonpayment of assessments, including but not limited to filing a lien or privilege for nonpayment of assessments.

Section 10: "SERVITUDES"

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

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

Section 11: "NUISANCES" No noxious or offensive activity shall be carried on or 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 12: "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 13: "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 a Declarant.

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 on 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 15: "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 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: "DRAINAGE" For drainage purposes, the grades and low elevations as left by Declarant shall be considered the natural contours for drainage.

Section 18: "LIMITATIONS ON VEHICLES" Recreational vehicles, buses, wreckers, racecars, or trucks with tonnage in excess of three-fourths (3/4) ton shall not be permitted to park in the streets or on any driveway or lot overnight. No vehicle of any size which normally transports flammable or explosive cargo may be kept in this subdivision at any time.

Section 19: "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 Red Chute Utilities and the Bossier Parish Health Unit. Approval of such system as installed shall be obtained from such authority and Declarant prior to construction.

Section 20: "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 21: "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 not exceeding two (2) feet in diameter may be mounted on a rooftop or in a rear yard. Satellite antennas exceeding two (2) feet in width are permitted only in the rear yards. Antennas are not to exceed ten (10) feet in diameter and, except for roof-mounted antennas, the height of the satellite antenna shall not exceed twelve (12) feet from the ground. The satellite antenna must be made of metal mesh that can be painted to blend in with the surroundings or any other appropriate construction if approved by the Architectural Control Committee.

Section 22: "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 made of attractive and durable materials. No barbed wire, filed fencing (hog wire), poultry wire, or similar types of fencing may be used.

Section 23: "SALES OFFICE" 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 24: "FIREARMS" The discharge or firing of any air rifles, pellet guns or firearms of any type within the subdivision is prohibited.

Section 25: "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.

Section 26: "HOMEOWNERS ASSOCIATION" The Owner of each Lot shall automatically be a member of Dogwood Park Homeowners Association, Inc. and shall have all the rights and privileges of membership, and be subject to the obligations of membership, as set forth in the "Declaration of Covenants, Conditions and Restrictions" for Dogwood Park recorded February 7, 1975 in the Conveyance Records of Bossier Parish, Louisiana under Registry No. 271943.

Section 27: "EXCEPTIONS" The Architectural Control Committee shall have the right to grant such exceptions to the use restrictions contained herein as it shall in its sole discretion deem necessary or desirable.

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 the owners of not less than seventy-five (75%) percent of the lots. Any amendment purporting to affect the rights and obligations of the Owners with respect to Dogwood Park Homeowners Association, Inc., including membership in said corporation or liability for dues and charges to said corporation, shall be ineffective unless approved by the board of directors of said corporation. Any amendment must be properly recorded.

THUS DONE AND SIGNED in the presence of me, Notary, and the undersigned competent witnesses in Bossier Parish, Louisiana on this the 31st day of ~~March~~^{May}, 2007.

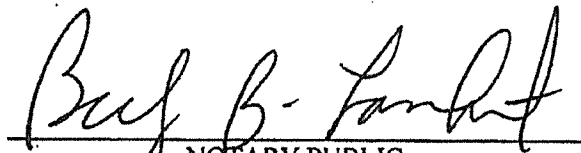
WITNESSES:

LOGAN LAND DEVELOPMENT, LLC


STEPHANIE HADDEN

BY: 
BRUCE I. LOGAN, Manager


CHERYL DAVIS


NOTARY PUBLIC
BECKY B. LAMBERT
Notary ID#: 5776
MY COMMISSION EXPIRES WITH LIFE.