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Wilma Mabry

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
DOGWOOD PARK

BE IT KNOWN:

THIS DECLARATION, made on the date hereinafter
set forth by:

LO-BAR DEVELOPMENT CO., INC.,
appearing herein by James A.
Barlow, 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:

DOGWOOD PARK SUBDIVISION UNIT 1-A,
Bossier Parish, Louisiana, as per
plat recorded in Book 450, page 607
in Conveyance Records of said Parish,

and

DOGWOOD PARK SUBDIVISION UNIT 2,
Bossier Parish, Louisiana, as per
plat recorded in Book 450, page 608,
in Conveyance Records of said Parish.

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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:

DOGWOOD PARK 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 a part of the Properties, including contract purchasers,

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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 hereinbefore 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:

A tract of land located in Sections Five (5) and Eight (8) Twp. Eighteen (18) North, Rge. Twelve (12) West, Bossier Parish, Louisiana, lying generally East of Red Chute Bayou and West of a meandering traverse line more fully described as follows:

From the Northeast corner of Section Eight (8), Twp. Eighteen (18) North, Rge. Twelve (12) West, run South 260.5 feet; thence run North 89 deg. 07' 30" West 4579.71 feet; thence run North 00 deg. 52' East 190.92 feet for the Point of Beginning, which shall also be known as Angle Point A.

From said Point of Beginning proceed:

THENCE North 83 deg. 36' East 244.16 feet,
THENCE North 54 deg. 05' East 148.59 feet,
THENCE North 54 deg. 19' East 245.31 feet,

(Continued on next page)

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THENCE North 38 deg. 29' East 183.49 feet,
THENCE North 35 deg. 57' East 201.44 feet,
THENCE North 25 deg. 35' East 117.36 feet,
THENCE North 02 deg. 28' East 114.00 feet,
THENCE North 11 deg. 53' West 285.84 feet,
THENCE North 29 deg. 37' West 132.48 feet,
THENCE North 29 deg. 05' West 217.03 feet,
THENCE North 29 deg. 05' West 41.14 feet,
to Angle Point B;
THENCE North 11 deg. 24' East 197.85 feet,
to Angle Point C;
THENCE North 53 deg. 19' East 191.10 feet,
THENCE North 13 deg. 34' West 155.91 feet,
to Angle Point D;
THENCE North 27 deg. 21' East 200.16 feet,
THENCE North 37 deg. 31' East 198.44 feet,
THENCE North 30 deg. 15' East 150.38 feet,
to Angle Point E;
THENCE North 54 deg. 06' East 135.74 feet,
to Angle Point F;
THENCE North 72 deg. 05' East 103.71 feet,
to Angle Point G;
THENCE South 49 deg. 05' East 153.86 feet,
THENCE South 68 deg. 43' East 121.88 feet,
THENCE South 87 deg. 43' East 305.31 feet,
THENCE North 83 deg. 11' East 180.93 feet,
THENCE North 65 deg. 31' East 240.58 feet,
to Angle Point H;
THENCE North 77 deg. 26' East 155.16 feet,
THENCE North 56 deg. 45' East 60 feet,
continuing THENCE North 56 deg. 45' East
35.14 feet to Angle Point I;
THENCE North 48 deg. 21' East 228.92 feet,
to Angle Point J;
THENCE South 85 deg. 19' East 117.05 feet,
THENCE North 51 deg. 20' East 144.9 feet,
THENCE North 62 deg. 16' East 74.17 feet,
to Angle Point K;
THENCE South 73 deg. 41' East 123.45 feet,
THENCE North 41 deg. 06' East 97.55 feet,
to Angle Point L;

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THENCE North 55 deg. 16' East 132.86 feet,
to Angle Point M;
THENCE North 76 deg. 58' East 215.43 feet,
THENCE North 57 deg. 48' East 120.28 feet,
to Angle Point N;
THENCE South 82 deg. 06' East 156.23 feet,

To the most Westerly rear corner of Lot 10-A of
said Dogwood Park, Unit 1-A to Angle Point O.

THENCE North 37 deg. 11' East 263.0 feet being
along a portion of the rear of Lot 10-A and 9-A
of said Dogwood Park, Unit 1-A to Angle Point P;
THENCE South 89 deg. 21' West 216.07 feet,
THENCE South 55 deg. 51' West 456.50 feet,
to Angle Point Q;
THENCE South 76 deg. 37' West 700 feet,
continuing thereafter South 76 deg. 37' West
147.10 feet to the Southeast corner of a tract
of land containing 10.366 acres belonging to
Red Chute Utilities, Inc., to Angle Point R;
THENCE South 00 deg. 51' East 170.0 feet,
THENCE South 67 deg. 09' West 805.0 feet,
to Angle Point S;
THENCE North 33 deg. 51' West to Red Chute Bayou,
THENCE Southwesterly along said Red Chute Bayou
to a point which lies and bears North 89 deg.
07' 30" West of the Point of Beginning;

Run thence South 89 deg. 07' 30" East to the
Point of Beginning:

LESS AND EXCEPT a tract containing 0.65 acres
described as follows:

Beginning at a point 2710.69 feet North and
2183.61 feet West of the Southeast corner of
said Section Five (5),
PROCEED South 8 deg. 35' 45" East 230.58 feet,
THENCE North 48 deg. 21' East 178.96 feet,
THENCE North 8 deg. 35' 45" West 145.53 feet,
THENCE South 67 deg. 37' West 150.52 feet,
to the Point of Beginning;

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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 said map dedicated to public or specific private use; provided however, when one or more platted Lots and/or parts of platted Lots but not more than two (2), held under a single or common ownership are occupied by a single residence, then such group of platted Lots shall be deemed a single Lot for the purpose of assessment for annual and/or capital improvements, 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:

LOBAR DEVELOPMENT CO., 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.

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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 provisions:

(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 as follows:

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 ten (10) nor more than 30 days in advance of such meeting setting forth the purpose of such meeting and the substance of the proposal to be acted upon. If such dedication or transfer affect a major portion of

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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.

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ARTICLE III

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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 persons 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 II, Section 5. When more than one person 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 II, Section 5.

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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 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 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 therefor, 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

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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 III, 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 1, 1976, the Annual assessment shall be \$36.00 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 \$36.00 per Lot as herein defined in Article I, Section 5; and shall be payable on a monthly or annual basis at the option of the Owner, commencing the first day of the month following the vesting of title.

- (a) Commencing with the year 1976, the maximum Annual assessment may be increased each year not more than five percent (5%) above

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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 may be increased each year by more than five percent (5%) by a vote of two-thirds (2/3) 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 ten (10) days nor more than thirty (30) days in advance of the meeting at

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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 meetings 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 ($\frac{1}{2}$) of the quorum required at the preceding meeting. No subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and Special assessments must be fixed at a uniform rate on a per Lot basis, and may be collected on a monthly, quarterly, bi-annual, or annual basis, as fixed by the Board of Directors.

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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 Ten percent

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(10%) 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

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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 a 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, nor shall any exterior addition to or change or alteration

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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 Board of Directors of the Association, or by an architectural committee composed of Three (3) or more representatives appointed by the Board. In the event said Board, or its designated 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 presumed and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. The presence or operation of two-wheel or three-wheel powered vehicles, except equipment used in maintenance, in the Common Area is prohibited.

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Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, in a Court of law of competent jurisdiction, by injunctive relief or otherwise, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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 3. Severability. Invalidation of any one of these 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 4. 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 an instrument

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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 that as long as there is Class B membership, additional common area may be created and conveyed to the Association with prior approval of the Federal Housing Administration or the Administrator of Veterans Affairs.

The annexation of additional residential property and Common Area requires the consent of two-thirds of each class of members, except as provided in Article VI, Section 4, hereinabove.

Section 5. Annexation.

- (a) Additional residential property and/or Common Areas may be annexed to the Properties provided the same 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.

Written notice of any meeting called for the purpose of taking such action shall be sent all members not less than ten (10) days 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

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member; which Notice shall state the substance of the proposal to be acted upon.

- (b) Additional lands lying within Sections Four (4), Five (5), or Eight (8), Twp. Eighteen (18) North, Range 12 West, Bossier Parish, Louisiana, may be annexed hereto and herein, in full participation, by Declarant, LOBAR DEVELOPMENT CO., 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 Veterans Administration determine that the annexation is compatible with the general plan for DOGWOOD PARK as approved by them.

Section 6. 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:

Darla Hunsicker
Darla Hunsicker

Esther Kessler
Esther Kessler

LO-BAR DEVELOPMENT CO., INC.

By *James A. Barlow*
James A. Barlow, President

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THUS DONE AND PASSED, in my office in the City
of Shreveport, Caddo Parish, on this the 7th day
of February, 1975, in the presence of Darla Hunsicker
and Esther Kessler, competent witnesses residing in
the aforesaid Parish, who hereunto subscribe their
names together with the said Appearer, JAMES A.
BARLOW, President of LO-AR DEVELOPMENT CO., INC.,
and me, Notary, after reading of the whole.



Charles E. Tooke, Jr.
NOTARY PUBLIC