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Gary Loftin
Caddo Parish Clerk of Court

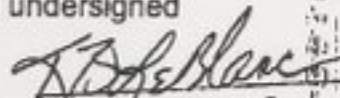
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FOUNTAINBLEAU ESTATES SUBDIVISION
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
SERVITUDES AND BUILDING RESTRICTIONS

BE IT KNOWN that this 25th day of May, 2007, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

FOUNTAINBLEAU DEVELOPMENT CORP., a Louisiana corporation, domiciled in Caddo Parish, Louisiana, whose permanent mailing address is P. O. Box 21830, Shreveport, LA 71120, herein represented by and through Aaron Selber, Jr., its duly authorized President,


K. B. LEBLANC
DEPUTY CLERK

who declared that:

(A) It is the owner of certain immovable property in the Parish of Caddo. State of Louisiana.

(B) In order to protect and enhance the value and desirability of the quality of life in the subdivision, it hereby subjects said property to the following protective covenants, conditions, servitudes and building restrictions, to-wit:

1. STATEMENT OF DECLARATION

All Lots within the subdivision shall be owned, conveyed, encumbered, occupied, maintained, altered and/or improved, subject to these terms, conditions, covenants, restrictions and servitudes.

2. DEFINITIONS

As used herein, the following terms shall be defined as:

- 2.1 Declaration: This and any other recorded act imposing covenants, conditions and restrictions, servitudes and/or destinations on the Owners and all immovable property within the subdivision as the same may be amended from time to time and filed of record.
- 2.2 Declarant or Developer: Fontainbleau Development Corp., its successors or assigns.
- 2.3 Subdivision:

FOUNTAINBLEAU ESTATES

- 2.4 Lot: A Parcel of ground suitable for the construction of a single family residential unit as shown on the latest recorded subdivision plat.
- 2.5 Common Area: All immovable property (including but not limited to the utility and other improvements thereon and servitudes), streets, and rights-of-way owned, held or maintained by the corporation for the common use and enjoyment of the Owners and occupants of Lots.
- 2.6 Owner: The record Owner of title to any Lot.
- 2.7 Corporation: The Fontainbleau Estates Homeowners Association, Inc., a Louisiana non-profit corporation.

- 2.8 Board: The Board of Directors of the Corporation.
- 2.9 Officers: The Officers of the Corporation.
- 2.10 Committee: The Architectural Control Committee.
- 2.11 Person: Any natural individual, firm, corporation, limited liability company, partnership, association, trust or legal entity capable of holding title to immovable property under Louisiana law.
- 2.12 Improvement: Any work, including but not limited to, grading, excavation, tree removal, planting, demolition, construction or building of any nature, including, but not limited to, residences, greenhouses, garages, storage buildings or sheds, driveways, fences, walls, landscaping, gardens, satellite receiving or transmitting dishes, and/or antennas.

3. ARCHITECTURAL CONTROL COMMITTEE

- 3.1 There is hereby created an Architectural Control Committee (the "Committee") which shall regulate the external design, construction, appearance and location of Improvements on Lots to foster a harmonious relationship among structures and topography which foster the attractiveness of the subdivision, thus protecting the value, desirability and quality of life within the subdivision.
- 3.2 The initial Committee shall be composed of three natural persons appointed by Declarant.
- 3.3 The Committee shall act by majority vote, except where otherwise provided herein. The entire committee or each member thereof may designate a representative to act for it.
- 3.4 No Improvements shall be commenced, erected, demolished, or maintained upon any Lot, 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 by, the Committee.
- 3.5 The plans and specifications for any Improvements shall be submitted to the Committee in duplicate for approval prior to the commencement of any work. Approval shall be marked upon both sets of plans, one of which shall be returned to the applicant and the other shall be retained by the Committee. In the event the Committee fails to approve or disapprove in writing such plans and specification within seven (7) days after the submission of plans and specifications, approval will be deemed granted.

- 3.6 The Committee shall consider the following design standards in making its decision as to any work:
- 3.6.1 Validity of concept: The basic idea of the change must be sound and appropriate to its surroundings.
 - 3.6.2 Landscape and Environment: The change must not unnecessarily destroy or blight the landscape or environment.
 - 3.6.3 Relationship: The proposed Improvements must relate harmoniously among themselves and to existing buildings and terrain.
 - 3.6.4 Protection of Neighbors: The interests of neighboring owners must be protected by making reasonable provisions for such matters as access, drainage, sound, sight, views, light and air and other aspects of design which may affect neighboring property.
 - 3.6.5 Design Compatibility: The proposed change must be compatible with the design characteristics of the applicable Lot, adjoining properties, and the subdivision setting as to scale, materials, color and construction details.
 - 3.6.6 Workmanship: The quality of work must be equal to or better than that of the surrounding Lots.
- 3.7 The Committee shall have the right, by unanimous vote, to waive any covenant, condition, servitude and/or restriction when, and in the event, the Committee deems such waiver appropriate.

4. USE RESTRICTIONS

- 4.1 No Lot shall be used except for single family residential purposes.
- 4.2 No Improvements shall be erected, altered, placed, built or permitted to remain on any Lot other than one detached single family dwelling, a garage or carport, and outbuildings customarily appurtenant to single family residential dwellings.
- 4.3 All Improvements, except a greenhouse, shall correspond in style and architecture to the residence to which it is appurtenant.
- 4.4 No garage apartment shall be erected on any Lot.
- 4.5 Construction of new buildings only shall be permitted. No one can move any existing building or prefabricated housing onto a Lot.

- 4.6 Construction of an Improvement on any Lot once initiated, must be diligently pursued and completed within a reasonable time.
- 4.7 Each single family residence shall contain at least 2,500 square feet of total area under roof and the liveable heated area shall not be less than 2,000 square feet.
- 4.8 A garage or carport capable of housing at least two automobiles must be provided on each Lot. No garage or carport may be open toward or face the street upon which the front of the house faces. Any garage or carport which is located on the front of the house but which faces an interior Lot line or a side street must have a garage door.
- 4.9 Any garage or carport which faces either a side street or is visible from the front must have a garage door.
- 4.10 No building shall be located on any Lot nearer than fifty (50) feet to the front Lot line, or nearer than fifteen (15) feet to any side street line, rear lot line, or nearer an interior Lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building; however, this shall not be construed to permit any portion of a building to encroach upon another Lot. In case of conflict between the setback lines on the recorded plat and these covenants, the greater setback is to prevail. In the event that any Person buys contiguous Lots, a building may be built nearer to what was formerly an interior Lot line, provided, however, no building can be constructed on any Lot smaller than as shown on the recorded plat.
- 4.11 No Lot may be resubdivided without the unanimous consent of the Committee.
- 4.12 Easements for installation and maintenance of utilities, drainage and passage are reserved as shown on the recorded plats.
- 4.13 There shall be no interference with the established drainage pattern over any property within the subdivision except as approved in writing by the Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Committee.
- 4.14 No animals, livestock, poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats or any other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

- 4.15 No mineral drilling, mineral development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot. Oil wells, tanks, tunnels, mineral excavations or shafts shall not be permitted upon or on any Lot. No derrick or other structure designed or used in boring for oil or natural gas shall be erected or maintained or permitted upon any Lot.
- 4.16 At any time prior to the commencement of construction of improvements on a Lot and at all times following the completion of construction of such improvements, no refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any such container (approved by the corporation) may be placed in a designated area for garbage or trash pickup no earlier than 6 p.m. on the day preceding trash pickup of such garbage and trash shall be returned to an enclosed structure or an area appropriately screened from view no later than 12:01 p.m. on the day following the pickup of such garbage and trash.
- 4.17 No noxious, obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance to or cause an unreasonable embarrassment, disturbance or annoyance to others. No unsightly condition shall be created on any Lot or permitted to remain thereon.
- 4.18 No activity shall be conducted on and no Improvements shall be constructed on any property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace or unless otherwise approved in writing by the Corporation. The fact that the Association approves the lighting of open fires on any property on any given occasion shall not require the Corporation to thereafter approve similar lighting of fires on such property or any other property at any later date.
- 4.19 Each Owner shall keep the Owner's Lot and the Improvements thereon in a neat, clean and sanitary condition. No unsightliness shall be permitted on any Lot which is visible from any other Lot or other land within the subdivision. Without limiting the generality of the foregoing, all unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within a structure including garden or maintenance equipment except when in actual use.

- 4.20 No vehicles which normally transport inflammatory or explosive cargo may be kept in the subdivision at any time.
- 4.21 Trucks with tonnage in excess of three-fourths (3/4) ton, school buses, and other large vehicles shall not be permitted to park overnight on any street or driveway within the subdivision.
- 4.22 No boats, trailers, buses, all-terrain vehicles and/or recreational vehicles shall be parked in front of any house, except on a temporary basis.
- 4.23 No sign, poster, billboard, advertising device or display of any kind shall be displayed to the public view on any Lot, except one sign of no more than five (5) square feet advertising the property for sale. Signs of a larger size may be erected by the Declarant.
- 4.24 No sound or odor shall be emitted from any property which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no horns, whistles, bells or other sound and fire devices, other than security and fire devices used exclusively for security and fire purposes and intercoms, shall be located or used on any property except with the prior written approval of the Committee or as permitted by the Rules and Regulations. Exterior speakers may be located, used or placed on Lot or Unit provided that the use of such exterior speaker does not constitute a nuisance or annoyance.
- 4.25 No tent, shack, temporary structure or temporary building shall be placed upon any property within the subdivision except with the prior written consent of the Committee obtained in each instance.
- 4.26 Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antennae, television antennae, or other antennae of any type shall be erected or maintained in the subdivision.

5. HOMEOWNERS ASSOCIATION

Developer places all Lots under the jurisdiction, terms and conditions of Corporation, which appointment has been accepted by Corporation. Therefore:

- 5.1 Owners of Lots will automatically be members of Corporation. Each and every provision of the Articles of Incorporation and Bylaws of Corporation are incorporated herein by reference as if same were copied verbatim. Included

in said articles of incorporation and/or by-laws is the power of the Board to levy community service assessments against each Lot owned by someone other than Developer in order to:

- 5.1.1 Promote the recreation, health, safety and welfare of the Owners;
 - 5.1.2 Improve and maintain property, including Common Area, under/or Improvements thereon used by or for the benefit of the Corporation or its members; and
 - 5.1.3 Fulfill any lawful purpose.
- 5.2 An Owner shall be bound and obligated to pay the community service assessments on or before the due date. In the event the community service assessments are not timely paid, then the Owner shall be liable for all costs associated with the collection thereof, including reasonable attorney fees and legal interest from the date due.
- 5.3 Non-use by the member or abandonment shall not relieve such Lot or member from liability for community service assessment provided.
- 5.4 Each Owner shall have a right of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to:
- 5.4.1 The rights of the Corporation to:
 - (a) Suspend the voting rights and/or right to use the Common Area by an Owner for either:
 - (i) Failure to timely pay community service assessments; or
 - (ii) Failure to abide by the covenants, charter, by-laws or other published rules and/or regulations governing the use of the Common Area.
 - (b) Dedicate or transfer all or any part of the Common Area to any public agency, authority or utility.
 - 5.4.2 The terms and conditions of the Articles of Incorporation and By-laws of the Corporation.
- 5.5 Developer shall be given a Class B membership in and to the Lots owned by Developer under the terms and conditions of the Articles of Incorporation of

the Corporation. Developer shall not be required to pay community service assessments as a Class B member. The Class B membership shall terminate and be converted to a Class A membership as defined in the said Articles upon the occurrence of the earliest of: (1) when the Developer owns no more Lots; or (2) five years from the date of this Declaration.

6. ENFORCEMENT

The Developer, the Corporation and any Owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions and covenant now or hereafter imposed (except as properly waived as provided herein) by the provisions of the Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7. ANNEXATION

Each Owner, by acceptance of a deed or conveyance instrument, agrees that the Corporation by and through the Board, has the power to represent all Owners within the subdivision with respect to annexation into the City of Shreveport, Louisiana, and execute any instruments in connection with such annexation. Each Owner hereby expressly waives such Owner's right to oppose such annexation if approved by the Board.

8. MISCELLANEOUS

- 8.1 Invalidity of any of the provisions of this Declaration shall not affect any other provisions hereof, which shall remain in full force and effect.
- 8.2 The provisions of this Declaration shall constitute covenants running with the land, and shall be binding upon all future Owners, transferees and lessees thereof, and their successors and assigns.
- 8.3 To the extent permitted by law, this Declaration may be amended or terminated within twenty-five (25) years of the date of this Declaration by a lawful act signed by Owners, owning not less than fifty-one (51%) percent of the total Lots and, thereafter, by a lawful act signed by Owners holding not less than fifty-one (51%) percent of the total Lots. Any amendment or abrogation shall be filed in the Office of the Register of Conveyances of Caddo Parish, Louisiana.
- 8.4 Notwithstanding anything to the contrary contained herein, paragraphs number 3.1-3.7 and 4.1-4.11 may not be amended or terminated without the unanimous written approval of the Committee.

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8.5 Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

8.6 The headings in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

THUS DONE AND PASSED in my office at Shreveport, Louisiana, on the day, month and year hereinabove first written in the presence of the undersigned competent witnesses who have hereunto affixed their signatures with the said Appearers and me, notary, after reading of the whole.

WITNESSES:

Leta Leshe

Leta Leshe

Allison Lane

Allison Lane

FONTAINBLEAU DEVELOPMENT CORP.

By: Aaron Selber, Jr.

Aaron Selber, Jr., President

Paul A. Strickland

NOTARY PUBLIC in and for
Caddo Parish, Louisiana.

Printed Name of Notary Paul A. Strickland
Notary ID No. 5882

My Commission Expires at Death.