

# The Covenants

Article I - Definitions

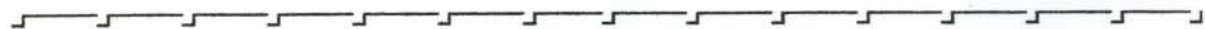
Article II - Membership in Homeowners Association

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## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**LOTS 1-66 MADISON PLACE SUBDIVISION, UNIT #1 BOSSIER PARISH, LOUISIANA.**  
Being a re-subdivision of a portion of Lots 2, 3, and 4, Sunflower Plantation, as recorded in Book 60, Page 221, of the records of Bossier Parish, Louisiana, and also being located in Sections 13 and 24, Township 17 North, Range 13 West, Bossier Parish Louisiana, containing 21.998 acres, more or less.

BEFORE ME, the undersigned authority, a Notary Public in and for Bossier Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

R R J COMPANY, LLC, a Louisiana Limited Liability Company, P.O. Box 6563 Bossier City, LA 71171-6563.

Who being duly sworn declared that:

Declarant is the owner of the following described property in Bossier Parish, Louisiana, to wit:

Lots One (1) through Sixty-six (66) Madison Place Subdivision, Unit #1 a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 808 at Pages 786-787 Records of Bossier Parish, Louisiana.

**LOTS 66-98 MADISON PLACE SUBDIVISION, UNIT #2 BOSSIER PARISH, LOUISIANA.**  
Being a re-subdivision of a portion of Lots 2, 3, and 4, Sunflower Plantation, as recorded in Book 60, Page 221, of the records of Bossier Parish, Louisiana, and also being located in Sections 13 and 24, Township 17 North, Range 13 West, Bossier Parish Louisiana, containing 9.1 acres, more or less.

BEFORE ME, the undersigned authority, a Notary Public in and for Bossier Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

R R J COMPANY, LLC, a Louisiana Limited Liability Company, P.O. Box 6563 Bossier City, LA

71171-6563.

Who being duly sworn declared that:

Declarant is the owner of the following described property in Bossier Parish, Louisiana, to wit:

Lots 67 through 98 Madison Place Subdivision, Unit #2 a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 808 at Pages \_\_\_\_\_. Records of Bossier Parish, Louisiana.

**LOTS 98-107 MADISON PLACE SUBDIVISION, UNIT #3 BOSSIER PARISH, LOUISIANA.** Being a re-subdivision of a portion of Lots 2, 3, and 4, Sunflower Plantation, as recorded in Book 60, Page 221, of the records of Bossier Parish, Louisiana, and also being located in Sections 13 and 24, Township 17 North, Range 13 West, Bossier Parish Louisiana, containing \_\_\_\_ acres, more or less.

BEFORE ME, the undersigned authority, a Notary Public in and for Bossier Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

R R J COMPANY, LLC, a Louisiana Limited Liability Company, P.O. Box 6563 Bossier City, LA 71171-6563.

Who being duly sworn declared that:

Declarant is the owner of the following described property in Bossier Parish, Louisiana, to wit:

Lots 98 through 107 Madison Place Subdivision, Unit #3 a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 808 at Pages \_\_\_\_\_ Records of Bossier Parish, Louisiana.

**LOTS 108-125, MADISON PLACE SUBDIVISION UNIT # 4, BOSSIER PARISH, LOUISIANA.**

BEFORE ME, the undersigned authority, a Notary Public in and for Bossier Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

SOUTHERN HOME BUILDERS, INC., a Louisiana corporation, P.O. Box 175, Shreveport, LA 71161 represented herin by its President, Edward W. Gaiennie

who being duly sworn declared that:

Declarant is the owner of the following described property in Bossier Parish, Louisiana, to wit:

Lots 108-125, Madison Place Subdivision, Unit # 4, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 1207, page 176, Records of Bossier Parish, Louisiana;

**LOTS 126-145, MADISON PLACE SUBDIVISION UNIT # 5, BOSSIER PARISH, LOUISIANA.**

BEFORE ME, the undersigned authority, a Notary Public in and for Bossier Parish, Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

SOUTHERN HOME BUILDERS, INC., a Louisiana corporation, P.O. Box 175, Shreveport, LA 71161

represented herin by its President, Edward W. Gaiennie

who being duly sworn declared that:

Declarant is the owner of the following described property in Bossier Parish, Louisiana, to wit:

Lots 126-145, Madison Place Subdivision, Unit # 5, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded in Conveyance Book 1207, page 204, Records of Bossier Parish, Louisiana;

Declarant hereby subjects said property to the restrictions, covenants and conditions hereinafter stated 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. "**Association**" shall mean and refer to Madison Place Homeowners Association, Inc., a Louisiana non-profit corporation.

Section 2. "**Declarant**" shall mean and refer to R R J Company, LLC. If any successor or assign of Declarant should acquire more than one undeveloped Lot from Declarant for the purpose of development, the Declarant may designate such purchaser as successor to some or all of the rights of the Declarant.

Section 3. "**Lot**" shall mean and refer to any regularly subdivided lot of land shown upon any recorded subdivision map of the Properties (as hereinafter defined) filed by Declarant. The term "Lot" shall also include re-subdivided Lots if same are formed in accordance with Article V. Section 4, hereof:

Section 4. "**Member**" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**Properties**" shall mean and refer to Lots One (1) through Sixty-six (66) inclusive, Madison Place Subdivision, a subdivision of Bossier Parish, Louisiana.

## ARTICLE II

Section 1. **Membership in Homeowners Association.** The owner of each Lot shall be a Member of the Association, with the same rights and subject to the same obligations as other Members of said

Association, provided that persons or entities who hold an interest in a Lot merely as a security for performance of an obligation shall not be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is made subject by Declarant to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

## ARTICLE III

### COVENANT FOR MAINTENANCE ASSESSMENTS OR CHARGES

**Section 1. Creation of Owner's Personal Obligation for Payment of Certain Charges and Assessments.** The Association is authorized to levy and collect charges and costs assessed by it against each Lot and the Owner thereof as hereinafter provided. Each Owner by acceptance of a deed for any Lot or interest therein, whether or not it be expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association costs assessed to Owners of Lots as follows:

Monthly Dues

Annual assessments or charges, and

Special assessments or charges for capital improvements

If the assessment or charge is unpaid the Association will charge the assessment or charge together with 10 percent (10%) per annum interest therein from the due date until paid. Principal, interest, all attorney fees and court costs as herein provided for, shall be the personal obligation of the person who is the owner of the Lot at the time the assessment or charge was made or became due. This personal obligation of the Owner for charges already accrued shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Dues, Assessments, or Charges.** Revenues derived from dues, assessments or charges levied by the Association shall be used exclusively for the recreation, health, safety and welfare of its Members, for improvement and maintenance of the Association's properties, and for facilities related to the common benefit of all the Members.

**Section 3. Amount of Assessments and Charges.** The maximum annual assessment shall be as follows:

For each Lot contained in the Properties, the monthly dues shall be no less than \$5.00 per month, and the maximum annual assessment shall be \$120.00.

The maximum annual assessment may be increased by the Association each year without a vote of the Members to reflect the rise, if any, in the cost of living experienced in the preceding calendar year as shown by the Consumer Price Index (published by the United States).

From and after the 1<sup>st</sup> day of January 1999, the maximum annual assessment may be increased above that permitted by a rise in the cost of living determined as provided in subparagraph (a) above, by a vote of its Members. Members who are delinquent in any amount owed the Association shall not be entitled to vote until such delinquency is paid in full. Increases above that established by the rise in the cost of living shall have a maximum duration of two (2) years, after which period Members may vote in the manner provide hereinafter to reinstate additional increases, provided that any such change shall have either (i) the written assent of two-thirds (2/3) of the authorized votes of Members in lieu of a formal

meeting, or (ii) by majority vote of those Members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the time, place and purpose of the meeting. The quorum requirement of the meeting is set forth in Section 5 hereinafter.

After consideration of maintenance costs and future needs of the Association, the Board of Directors of the Association may fix the annual assessment or charge at an amount not in excess of the maximum hereinabove provided for.

**Section 4. Uniform Rate of Assessment or Charge.** Both regular and special assessments or charges must be fixed at a uniform rate for all Lots and may be collected on a monthly or semiannual basis.

**Section 5. Quorum For Any Action Authorized Under Section 3.** At the first meeting called, as provided in Section 3 hereof, the presence at the meeting of Members (or their proxies) entitled to cast sixty (60%) percent or more of all the authorized votes of Members of the Association shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to written notice of not less than fifteen (15) nor more than thirty (30) days of the time, place and purpose of the meeting, and the required quorum at any such subsequent meeting shall be on-half (1/2) of the required quorum at the preceding meeting.

**Section 6. Effect of Non-payment of Monthly Dues, Assessments, Charges, or Remedies of the Association.** Any assessment or charge which is not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment or charge shall bear interest from the date of delinquency at the rate of 10 percent (10%) per annum until paid, and may be collected in any lawful manner. No Owner may waive or otherwise escape liability for the assessments or charges provided for herein by abandonment of his Lot.

## ARTICLE IV

### ARCHITECTURAL CONTROL

**Section 1. 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 the Architectural Control Committee. The Architectural Control Committee shall retain on file one copy of an approved plan for any and all structures (Homes, Storage, Buildings, Etc.) proposed for the subdivision. The Architectural Control Committee must recognize and accept the credentials of the building contractor, and said contractor must be state licensed, unless otherwise approved in writing by the Architectural Control Committee. This applies to the house construction or any building on the lot.

**Section 2. Membership of Committee.** There shall be three (3) members of the Architectural Control Committee. Initial members of said Committee shall be (i) Ronald V. Turner, (ii) Joe B. Peek, and (iii) Robert M. Aiello, each of them shall serve for three (3) years and thereafter until their successors are elected. A majority of the Committee may designate a representative to act for it. There shall be an annual election of members of the Committee who shall be elected by majority vote of the Directors of the Association. In the event of death or resignation of any member of the Committee, the remaining members or member shall have the full authority to designate a successor or successors. In the event no person is currently serving as a member of said Committee, those persons owning a majority of the Lots

may appoint members to the Committee, or may discharge the functions thereof.

**Section 3. Committee Fees.** The Architectural Control Committee may charge a fee for services for approval of plans not to exceed \$10.00 per thousand square feet of total floor area or fraction thereof. The Committee may charge a fee of \$100.00 per thousand square feet of total floor area or fraction thereof if plans are submitted after construction has begun.

## ARTICLE V

### USE RESTRICTIONS

**Section 1. Land Use and Building Type.** No Lot shall be used except for residential purposes, unless the Architectural Control Committee deems it necessary to use a lot for a road right of way to improve or expand the subdivision. No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than on single-family dwelling, with a garage. The exterior of each dwelling shall consist of a minimum of fifty percent (50%) of brick, stone, glass or other masonry, unless authorized by the Architectural Control Committee. No commercial enterprise of any nature shall be entered into or conducted on any Lot. A garage to house at least two (2) automobiles must be provided in each Lot.

**Section 2. Dwelling Size.** The habitable heated area of the main structure, exclusive of open porches and garages, on each Lot shall be not less than 1500 square feet for lots 1-66. However, in special situations this minimum provision may be waived by the Architectural Control Committee, affecting the lands lying within this subdivision as recorded in the records of Bossier Parish, Louisiana. The front side of any single or multi-story dwellings shall be of width sufficient to be in harmony with the building site size and other dwellings in the neighborhood. No dwelling shall be erected or placed on any tract having a width of less than thirty-five feet (35') at the front street minimum building setback line.

**Section 3. Building Location and Setback Lines.** No building shall be located, erected, or altered on any Lot in contravention of the applicable setback lines set out on the Subdivision Plat aforesaid: nor nearer than five feet (5') from interior property lines. Nevertheless, the Architectural Control Committee may waive any setback requirements if, in its opinion, the location of said dwelling is aesthetically acceptable and in harmony with other dwellings in the neighborhood.

**Section 4. Re-subdivision of Lots.** No Lot shall be re-subdivided into additional Lots (Re-subdivided Lots) without the prior written consent of the Architectural Control Committee. No building or structure shall be constructed or permitted on any tract consisting of less than the entirety of one lot as originally subdivided without the prior written consent of the Architectural Control Committee. Again, the Architectural Control Committee may change any lot to use as a road to improve or expand the subdivision, a Clubhouse, green area or anything the Architectural Control Committee deems necessary.

**Section 5. Fences.** No fence or wall more than two (2) feet in height shall be erected, placed, altered or permitted nearer to any street than any minimum building setback line or lines, or the front of the house unless approved by the Architectural Control Committee. Any fence erected on any lot shall be constructed of wrought iron, brick, or wood pickets made of cedar wood, red wood, or pressure treated pine. If the homeowner chooses, the Architectural Control Committee will allow black vinyl clad cyclone type fence for the side property lines and rear property line only. The black vinyl clad cyclone fence cannot face or front the road. No fence shall be erected of "barb" wire, "hog" wire, or similar type mesh. No fence shall be of more than seven feet (7') in height above the ground level.

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**Section 6. Landscaping and Trees.** All landscaping plans shall include plans for trees and shrubs. No shrubs or hedges will be used in a fence like manner in front yards. For each lot, there shall be a minimum of one (1) large tree (trees with a minimum caliper of two (2) inches and a minimum height of fourteen (14) feet in the front yard.

**Section 7. Transport 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. Also the following are not permitted, except in an emergency, no truck of tonnage in excess of one (1) ton, inoperable automotive vehicle, mobile home, unused appliance, school bus, commercial vehicle or industrial or commercial equipment, shall be stored, kept, allowed to remain parked or repaired, upon the street nor upon any land lying within the subdivision.

Any travel trailer, boat and/or trailer, recreational vehicle or motor home kept or parked on any land within the subdivision shall be kept or parked behind a fence or screen to eliminate its full view from any street and or adjoining neighbor's property. No such vehicle shall be allowed to remain parked on any street.

No vehicle of any size which normally transports flammable or explosive cargo may be kept in this subdivision at any time.

**Section 8. Lot Size.** No dwelling shall be erected or placed on any tract consisting of either more or less than a Lot without the prior approval of the Architectural Control Committee.

**Section 9. Nuisances.** No noxious or offensive activity shall be carried on 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 Properties.

**Section 10. Prohibited Uses and Structures.** No structure of a temporary character, trailer, basement, garage, barn or other similar out-building shall be used on any Lot at any time as a residence either temporarily or permanently. No mobile home, tent, shack or temporary structure shall be permitted at any time. No electric or electronic structure, device, transmitting or receiving tower, dish, station or other similar equipment, shall be placed, erected or maintained outside a home on any Lot unless same is located (a) in the rear of an existing home, and screened by a privacy fence and or landscaping, and (b) no closer to and Lot line than five (5) feet, provided that a variance may be obtained only by the prior written approval of the Architectural Control Committee.

With the exception of the residence and garage or other structure of the same design, material and color of the residence, no temporary or permanent structure, trailer, basement, tent, or other outbuilding shall be allowed on any Lot at any time unless same is seven (7') feet or less in height and has been previously approved by the Architectural Control Committee. Notwithstanding anything to the contrary contained herein, bona fide builders may have temporary structures on residential lots during the construction of a residence on that lot.

The Architectural Control Committee may elect to provide for a gated entry whereby access in and out of Madison Place Subdivision is secured by an electronic or manual gate entry.

**Section 11. Signs.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than one (1) square foot, or one 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 Declarant.

**Section 12. Storage Buildings.** All exterior storage buildings must be of the same construction as the Home as provided in these covenants, Architectural Committee must approve all storage buildings prior to construction.

**Section 13. Servitudes.** Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

**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 upon or in 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, 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 provided that they are not kept, bred or maintained for any commercial purpose. The owner of each lot shall insure that all dogs, cats or other household pets are confined to the owner's Lot and owners are to adhere to all applicable Leash Laws per City Ordinances.

Pets may not be allowed to become a nuisance or pose a threat to anyone in the subdivision. It is the intent of this Section 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. No dog or animal pen or house shall be placed in any manner as to be seen from the street unless behind the back of the house, and approved by the Architectural Control Committee.

**Section 16. 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.

Garbage and trash shall not be set out near the street except as required for pickup by garbage services. Garbage and trash containers shall be removed as soon as practicable after being emptied.

**Section 17. Completion of Construction.** Construction of residential improvements upon any Lot or plot once commenced shall be carried forth with due diligence and substantially completed within not more than six months from the date of commencement. Each completed house shall have no less than five hundred dollars (\$500) in landscape expenditures on shrubs, plants and flowers, excluding trees and lawn.

**Section 18. 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 19. Conformance to Zoning.** No Lot, including any improvements thereon, may be used in a manner which is not in conformity with all Zoning Ordinances and rules of a governmental authority having jurisdiction.

**Section 20. Firearms.** Discharge or firing any air rifles, pellet guns, or firearms of any type within the Subdivision is prohibited.



**Section 21. Drainage.** For drainage purposes, the grades and elevations of the land, as existing at the time of conveyance of the respective Lot or plat, shall for all purposes and as to all parties deemed the natural grades and elevations, and said grades and elevations shall not be changed or altered.

**Section 22. Roofs and Chimneys.** All roofs on whatever part of the residence situated shall have a pitch not less than 7/12; except as specifically approved by the Architectural Control Committee as indicated by the architectural style of the residence or terrain. All roofing shall be 3 Tab design shingle, 20 year or better guarantee. No metal roofing is allowed. The chimney construction shall be given to the Architectural Control Committee for its approval.

**Section 23. Driveways.** All driveways shall be located and constructed in a manner acceptable to the Architectural Control Committee. Driveways shall be constructed of reinforced concrete and shall be at least four (4) inches thick. No other driveway surface is permitted unless submitted to the Architectural Control Committee and approved in writing by the said committee.

**Section 24. Mailboxes.** Mailboxes must be constructed of brick matching the house, natural stone or stucco, or if offered by the Developer a cluster box must be used by all residents.

**Section 25. Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines or elevations between two (2') and six (6') feet above the roadway, shall be placed or permitted to remain on an area adjacent to a driveway or alley pavement or on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of two streets on the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## ARTICLE VI

### GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by and remedy available for the purpose, all restrictions, conditions, covenants, and reservations and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association or 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 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. Term and Application.** 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 Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless the majority of the then Owners of the Lots shall execute and record an instrument terminating or modifying said covenants and restrictions.

**Section 4. Amendment.** The covenants and restrictions of this Declaration may be amended by an instrument signed by those persons including Declarant, owning more than fifty (50%) percent of the Lots. No amendment shall be effective until same is properly recorded in the Conveyance Records of

Bossier Parish, Louisiana.

THUS DONE AND SIGNED in the presence of me, Notary, and the undersigned competent witnesses, in Bossier City, Bossier Parish, Louisiana, on this the 2<sup>ND</sup> day of FEB, 1999.

WITNESSES:

W. J. [Signature]

Mandy R. Pichevin

RRJ COMPANY, LLC

[Signature]  
by

[Signature]  
Notary Public  
in and for Bossier Parish, Louisiana