

STATE OF LOUISIANA
PARISH OF BOSSIER

**DECLARATION OF COVENANTS, CONDITIONS, SERVITUDES AND
BUILDING RESTRICTIONS FOR
TURTLE CREEK SUBDIVISION UNIT NO. 4**

THIS DECLARATION, made on the date set forth by the undersigned duly authorized Manager of **AIELLO INVESTMENTS, L.L.C.**, a limited liability company, having a mailing address of 300 Benton Road, Bossier City, Louisiana 71111, herein represented by its duly authorized Manager, Robert M. Aiello, pursuant to that Certificate of Authority filed of record in the Conveyance Records of Bossier Parish, Louisiana, hereinafter referred to as the "Declarant".

WITNESSETH:

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

LOT 153 – 163, TURTLE CREEK SUBDIVISION UNIT NO. 4, a subdivision of Bossier Parish, Louisiana, as per plat thereof recorded under Registry Number 1316779 of the Conveyance Records of Bossier Parish, Louisiana;

Declarant hereby subjects said property to the covenants, conditions, servitudes and building restrictions hereinafter stated to enhance and protect the value, desirability and attractiveness of said property and to promote the health, safety, welfare, and quality of life of the residents of said property. All of said property above described shall be owned, held, occupied, maintained, altered, improved, sold, encumbered and conveyed subject to the following covenants, conditions, servitudes and building restrictions, which covenants, conditions servitudes and building restrictions 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 be binding upon and inure to the benefit of the Owners thereof, and their respective successors and assigns.

ARTICLE I DEFINITIONS

SECTION 1. "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 2. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may herein be brought within jurisdiction of the Association.

SECTION 3. "Lot" shall mean and refer to any plot of land shown upon that certain plat of **TURTLE CREEK SUBDIVISION UNIT NO. 4**, recorded under Registry Number 1316779 of the Conveyance Records of Bossier Parish Louisiana, and such other properties as may be annexed pursuant to the terms of this Declaration for the purpose of development and is so designated by the Declarant herein.

SECTION 4. "Declarant" shall mean and refer to **AIELLO INVESTMENTS, L.L.C.** its successors and assigns. If any successor or assign of Declarant should acquire more than one undeveloped Lot from Declarant for the purpose of development, Declarant may designate such successor or assign as a successor to some or all of the rights of the Declarant hereunder.

ARTICLE II ARCHITECTURAL CONTROL

SECTION 1. Membership of Committee. The Declarant has appointed Robert M. Aiello to serve as the initial member of the "Architectural Control Committee", hereinafter sometimes called the Committee. The initial member of the Committee shall serve for twenty (20) years at which time the Declarant may appoint any number of Lot Owners to serve on the Committee for

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a term established by the Committee. If the Declarant chooses not to appoint new members to the Committee, the initial member shall continue to serve as the sole member of the Committee. The Committee, by unanimous consent, may designate a representative to act for it, provided that such designation may be revoked by the Declarant or any member of the Committee by written notice to the designated representative and the other members of the Committee. In the event of death or resignation of a member of the Committee, the Declarant shall have the full authority to designate a successor to serve out the remainder of that member's term. It is the intention of this part to vest in the Architectural Control Committee the complete authority and power to disapprove any structure, improvements, design, plan or color that does not, in the Committee's sole discretion, adequately maintain the architectural harmony or privacy of each home constructed or to be constructed on any Lot. In the event the Architectural Control Committee fails to approve or disapprove a design and location within a sixty (60) day period after appropriate plans and specifications have been properly submitted to the Committee, approval will be deemed to have been granted.

SECTION 2. Structures. No building, fence, wall, swimming pool, appurtenant structure, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to change or alteration (including, without limitation, painting, staining or siding) therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall be submitted to and approved in writing as to the harmony of the external design and association in relationship to the surrounding structures and topography by the Architectural Control Committee or their manager. The Architectural Control Committee has sixty (60) days after said plans are submitted and signed for by the Architectural Control Committee, to approve or the plan will be deemed approved. However no written approval from the Architectural Control Committee does not constitute the right to violate these covenant restrictions.

SECTION 3. Other Site Improvements. The Architectural Control Committee shall establish minimum requirements for the Lot improvements visible to the public. The guidelines shall include, but not be limited to, specifics concerning grass sod. Plants, number of trees and type to be planted and placement of trees in the front of lot, sprinkler system installation and all other site improvements in public view. Approval procedures shall be the same as those outlined in Article II, Section 1. Front yard landscape beds shall be approved as to size, harmony and plant type by the architectural control committee or its manager, landscaping shall be completed within thirty (30) days from completion of residence. Any trees to be removed from the Lot must be approved unless downed by acts of GOD, which those trees shall be removed immediately.

ARTICLE III USE RESTRICTIONS

SECTION 1. Land Use and Building Type for Lots. No Lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, private garage, or permanent storage building. The exterior of each dwelling shall consist of a minimum of seventy-five percent (75%) masonry construction. No commercial enterprise of any nature shall be entered into or conducted on any Lot. A garage to house at least two (2) automobiles much be provided on each Lot. All dwellings shall be constructed of brick and or a portion of stucco or applied finish, except that side of the dwelling not facing the street, may be allowed to have siding which meets the requirements of the Architectural Committee. No outbuilding shall exceed the dwelling to which it is appurtenant to in height, number of stories and 400 square feet in size, and shall be obscured from public view, and shall be approved as required in Article II Section 2, above.

SECTION 2. 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 \$10.00 per thousand feet of floor area or a fraction thereof if plans submitted for prior approval. The Committee may charge \$100.00 per thousand square feet of total floor area or a fraction thereof, plus attorney's fees, if the plans are submitted after construction begins. The Committee may charge a reasonable fee for all other reviewable plans under Article II herein.

SECTION 3. Dwelling Size. No dwelling erected on any Lot shall contain less than 1500 heated square feet, exclusive of any garages, porches, storage or any other non-heated area. *W*

SECTION 4. Lot size. No dwelling shall be erected or placed on any Lot platted other than as shown on the recorded plat unless approved by the Declarant or its manager. No residential Lots shall be re-subdivided without the approval of the Declarant or its manager. Should an Owner acquire adjoining Lots and desire to place the improvements upon the dividing line, the Declarant or its manager may waive the sideline setbacks and approve the location of the improvements.

SECTION 5. Easements and Setbacks. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. All residences shall be constructed on the front set back line unless a special exception is given by the Architectural Committee. However, no structure or fence shall be located upon any lot nearer to the dedicated street than the setback line shown on the subdivision plat of the Properties and, in addition, there shall exist a minimum setback of twenty five (25) feet from the rear lot line and five (5) feet from each side lot line for all structures. Under no circumstances shall the side setback be less than five (5) feet.

SECTION 6. Landscaping and Trees. In addition to the Architectural Control requirements set forth in Article II hereof, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot until fully developed, complete, professional landscaping plans for such Lot shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall, in its sole discretion, determine whether the landscaping plans and layout, including, without limitation, grass, shrubs and trees, include sufficient landscaping. All such landscaping plans shall include plans for trees, grass sod and shrubs. The landscaping requirements shall be the responsibility of the Owner. Owner shall take steps to insure that Owner's builders, contractors and all subcontractors are fully aware of these requirements. The Lot Owners are responsible for cutting their lawn in accordance with all Bossier Parish Ordinances related to lawn maintenance.

SECTION 7. 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 of nuisance to the subdivision. No unsightly condition shall be created on any Lot or permitted to remain thereon which specifically, without limitations by reference thereto, prohibits the storage and/ or repair of a wrecked vehicle and or vehicles on said premises.

SECTION 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Additionally, no portable building or prefabricated building shall be located upon any lot except as necessary during construction of the primary improvements, which may not exceed 180 days.

SECTION 9. Signs. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale, rent, or signs used by builder to advertise the property during the construction and sales period. Signs of a larger size advertising the subdivision may be erected by the Declarant or its manager.

SECTION 10. Oil and Mining Operations. No oil drilling, 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 any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. DECLARANT RESERVES UNTO HIMSELF ANY OIL, GAS OR OTHER MINERALS LOCATED BENEATH THE SURFACE OF THE PROPERTIES, but shall not use the surface of said above mentioned Lots for the collection or retrieval of said minerals.

SECTION 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept provided that they are not kept or bred for commercial purpose. All pets shall be on a leash when anywhere in the subdivision other than when on the Owners lot. 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 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 12. Garbage and Refuse Disposal. No Lot shall be used for or maintained as a dumping ground for rubbish, trash, garbage or other waste. No construction rubbish shall be buried on any Lot. Equipment for the storage or disposal of household wastes shall be kept in clean and sanitary condition, and screening provided therefore as approved by the Architectural Committee.

SECTION 13. Drainage and Erosion. For drainage purposes, the grades and low elevations as left by the Developer shall be considered the natural drainage. It shall be the responsibility of each Lot Owner to control erosion into the streets, drainage ways and lake beds both during and after construction.

SECTION 14. Transport/Recreational Vehicles. Trucks exceeding $\frac{3}{4}$ ton shall not be permitted to park on any of the lots overnight, and no vehicles of any size which normally transport inflammatory or explosive cargo may be kept in this subdivision at any time. NO VEHICLE SHALL BE PARKED IN THE STREET. NO BOATS, TRAILORS, CAMPERs, RECREATIONAL VEHICLE, OR SIMILAR VEHICLE SHALL BE PARKED IN PUBLIC VIEW OTHER THAN NORMAL LOADING AND UNLOADING. No vehicle will be parked on the Lot unless it is on a concrete pad. No vehicles without current registration plates and safety inspection sticker shall be kept on the Lot at any time.

SECTION 15. 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 buildings onto a Lot and remodeling or converting same into a dwelling unit in this subdivision.

SECTION 16. Fencing. No fences shall be erected, placed, altered or permitted nearer to any street than the front of the house or the front yard building setback unless approved by the Architectural Committee. No fence or wall shall be erected to a height over seven (7) feet, all walls or fencing, and acceptable construction practices for fencing or walls must be approved by the Architectural Committee. All fencing must be installed by a licensed fencing contractor. Failure to properly maintain fencing as to condition and color shall cause the Architectural Committee or its Manager to repair or restore at the Owners expense as stated above under covenant enforcement.

SECTION 17. Construction. Construction of residential improvements upon any Lot once commenced shall be carried forward with due diligence and substantially completed within not more than six months from the date of commencement, unless otherwise approved by the Architectural Committee. The Owners shall be responsible for the encroachment of silt upon the dedicated street and shall be responsible for the cleanup cost of trash and dirt occasioned by the construction.

SECTION 18. Antennas. Any satellite dish or antenna and their placement must be approved as described in Article II, above, and any dish shall not exceed 16" in diameter and placed in any location which would be visible from the street. No radio or other antennas of a height great than the house shall be erected on any Lot.

SECTION 19. Mailboxes. Mailboxes shall all be of the same type and style approved by the architectural committee or its manager. The Architectural Committee shall approve the location of the mailbox on each Lot and shall designate a retailer that can provide the style needed.

SECTION 20. Roofs and Chimneys. All roofs on whatever part of the residence situated shall have a pitch not less than 8/12; except as specifically approved by the Architectural Control Committee as indicated by the architectural style of the residence or the terrain. All roofing shall be architectural design shingle, 25 year or better guarantee. Prefabricated fireplace flue pipes must be shrouded with materials consistent with the exterior materials used in the main structure and preferable brick or stucco.

SECTION 21. Garages and Driveways. A garage capable of storing two (2) full size vehicles side by side and attached to the residence shall be built on each Lot. Said garage must have doors that must be kept closed at all times. All driveways shall be concrete construction. All garages and driveway designs and locations shall be a part of the plans approved by the Architectural Committee.

SECTION 22. Ruins. Any structure damaged or destroyed by any casualty must be rebuilt or demolished within six (6) months from the date of the occurrence of the casualty. Repair and

rebuilding must be approved by the Architectural Committee prior to commencement of construction. If enforcement is necessary the Lot owner will be responsible for all costs incurred by the Architectural Committee for demolition or repair, and attorney's fees.

ARTICLE IV DECLARANT'S ADDITIONAL RIGHTS AND RESERVATIONS

SECTION 1. Right to Grant and Create Easements and Servitudes. The Declarant shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by the Declarant and (ii) existing utility easements. The Declarant also reserves the right, without the consent of any other Owner, to grant or create temporary or permanent easements for access, utilities, pipelines, cable television systems, communication and security systems, drainage, water and other purposes over and across the Property within the Subdivision and existing utility easements within the Subdivision, for the benefit of owners of any other property, regardless of whether the beneficiary of such easements owns property which is now or hereafter made a part of the Subdivision.

ARTICLE V GENERAL PROVISIONS

SECTION 1. Enforcement. The Architectural Control Committee, Declarant or any Lot Owner shall have the right to enforce any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens, and charges, now or hereafter imposed, by the provisions of this Declaration. Failure by the Architectural Control Committee, Declarant or by any Lot Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

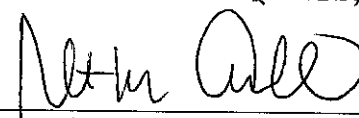
SECTION 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date of this declaration is recorded in the Parish records, after which time they shall automatically extend for successive periods of ten (10) years. This Declaration may be amended within the first twenty (20) years by an instrument signed by (90%) of lot owners in each respective unit and thereafter by an instrument signed by (75%) of Lot Owners. The Declarant reserves the right to amend these restrictions without the consent of the Owners.

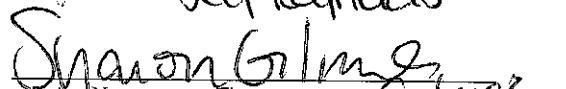
THUS DONE AND PASSED before me, the undersigned Notary Public, and in the presence of the undersigned witnesses, on this 25th day of August 2023.

WITNESSES:

AIELLO INVESTMENTS, L.L.C.


Print Name: Jay Reynolds


By: Robert M. Aiello, Manager


Print Name: Sharon Gilmer


Notary Public

Travis Lucas Thaxton, Notary Public
Bossier Parish, Louisiana
My Commission is for Life
Notary #91908 - Bar #33662