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STATE OF LOUISIANA

PARISH OF BOSSIER

FILED AND RECORDED
BOSSIER PARISH, LA**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TURTLE CREEK SUBDIVISION, UNIT NO. 1**A SUBDIVISION OF BOSSIER PARISH, LOUISIANA
BOOK 1364, PAGES 651-653

2011 JAN 11 A 8:48

Cynthia J. Johnston
CLERK & EX-OFFICIO

THIS DECLARATION, made on the date set forth by the undersigned duly authorized members / manager of Park Lake Estates L.L.C. (owners of Turtle Creek) a limited liability company organized and existing under the laws of the State of Louisiana, hereinafter collectively referred to as "Declarant"

WITNESSETH:

TURTLE CREEK SUBDIVISION, UNIT NO. 1, a subdivision of, Bossier Parish Louisiana, as per plat thereof filed in Book 1364, Pages 651-653 of the Conveyance Records of Bossier Parish, Louisiana.

NOW, THEREFORE, Declared hereby 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 run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, heirs successors and assigns, and shall inure the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

SECTION 1. "Association" shall mean and refer to TURTLE CREEK HOMEOWNERS ASSOCIATION, a non-profit corporation, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligations.

SECTION 3. "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 4. "Common Area" shall mean property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon those certain plats of TURTLE CREEK, recorded in Book____, Page____ 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 6. "Declarant" shall mean and refer to PARK LAKE ESTATES, L.L.C. (DBA TURTLE CREEK) its successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development and is so designated by the Declarant herein.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association; Membership shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment.

SECTION 2. THE Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant except herein provides at termination of Class B membership, if more than one person holds an interest in any lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (or Manager) and shall be entitled to (10) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) When the total votes of the outstanding Class A Membership equals the total votes outstanding in the Class B Membership or
- (b) On December 31, 2030 or
- (c) At the option of the Declarant.

**ARTICLE III
COVENANTS FOR THE MAINTENANCE ASSESSMENTS**

SECTION 1. Creation of the Lien and Personal Obligation Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, as deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Which may include repairs, such assessments, together with interest, cost and attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney fees shall be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for the delinquent assessments shall not pass to the 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, maintenance, health safety and welfare of residents in the properties and for the maintenance of the Nature Park and common areas and the facilities and entrance's located thereon.

SECTION 3. Basis and Maximum of Annual Assessment of Charges . Until January 1st of the year immediately following the conveyance of the first lot to an Owner, no assessment or charge shall be due. Lots with improvements shall initially be assessed at \$250.00 per year, payable annually. This may be increased as set forth. Assessments shall be prorated for the year of purchase from the Declarant.

- (a) Maximum assessment of charges shall begin on the happening of one of the following events occurs, whichever first:
 - (1) When the residence is occupied or
 - (2) 180 days after conveyance of a Lot
- (b) Annual payment of the annual assessment shall not be pro-rated. All payments are due in advance on the 1st day of January of each year. Payment shall be considered past due on the 10th day of January. An additional fee of \$10.00 shall be applied each month (with late fees) remains unpaid.

- (c) The late fee may be adjusted at the discretion of the Board of Directors. This fee shall be a minimum of \$10.00 per month. Should the annual assessment be increased above \$600.00 per year the late fee shall not exceed 20% of the annual payment. Any variance from this procedure shall be by the vote of the Board of Directors.
- (d) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by not more than six percent (6) effective January 1 of the following year without a vote of the membership. the assessment must be calculated annually from the maximum prior years basis, which establishes the maximum assessment.
- (e) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased by more than six percent (6) provided that any such changes shall have a two thirds (2/3) votes of the each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice shall be in writing to all members at least (15) days but not more that (30) days in advance of said meeting. The limitations hereof shall not apply to any change in the maximum basis of the assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its articles of Incorporation.
- (f) After consideration of current maintenance cost and future needs of the Association, the Board of Directors may fix the annual assessment or charge at an amount not in excess of the maximum herein above provided for. It may be necessary for the Declarant to loan the Association start up money, until such time the Association has sufficient funds to self sustain, the Declarant will be repaid at that time for all monies funded at start up of the Association.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capitol improvement upon the Common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a duly called meeting.

SECTION 5. Notice and Quorum for any Action authorized Under Article III sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article III Section 3 and 4 shall be sent to all members no less than 15 days and not more than 30 days in advance of the meeting. 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 members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same requirements, at that meeting a quorum will be reached with one half (1/2) the members present in person or by proxy.

SECTION 6. Uniform Rate of Assessments: Both annual and special assessments must be fixed at a uniform rate for each class of Lots and may be collected on an annual basis.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates the annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area or Nature Park. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and maybe established for the annual payment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate

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signed by an office the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the association as to the status of the assessments of a Lot is binding upon the Association as of the date of its issuance.

SECTION 8. Effect on Nonpayment of Assessments: Remedies of the Association: Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligating to pay the same, or foreclose the lien against the property. No Owner may wave or otherwise escape liability for the assessments provided herein by non use of the Nature Park or common areas, abandonment of his or her Lot. or private maintenance of his or her Lot. In addition to such remedies as available to the Association hereunder or under applicable Louisiana Law, the Association may, following a majority vote of those Directors present at a duly constituted Board of Directors meeting, and delivery to the lot Owner at the most current address published in the local telephone directory of a copy of such Board action by registered mail or by posting notice on said Lot, terminate the supply of water. Membership privileges and voting rights shall automatically be suspended for non-payment of any dues or other assessment not paid when due.

SECTION 9. Subordination of the Lien of Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment. However the sale or transfer of any 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV ARCHITECTURAL CONTROL

SECTION 1. 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 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 Board of Directors or their manager. The Board or its manager has thirty days (30) after said plans are submitted and signed for by the board or its manager, to approve or the plan will be deemed approved. However without written approval from the Board or manager does not constitute the right to violate these covenant restrictions

SECTION 2. Other Site Improvements The Architectural Control Committee or its Manager 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 IV, 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 V USE RESTRICTIONS

SECTION 1. Land Use and Building Type for Lots. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage and such out buildings as are customarily appurtenant to dwellings, every building except a greenhouse is to correspond in style and architecture to the dwelling which it is appurtenant. All dwellings shall be

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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 or its manager. No outbuilding whether permanent or portable in nature 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 IV section 1, above. The builder of the dwelling is required to install a sidewalk which conforms to the requirements of the architectural Control Committee or its manager, with the said sidewalk conforming to, and matching the sidewalks located on the adjoin lots.

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 attorneys fees, if the plans are submitted after construction begins. The Committee may charge a reasonable fee for all other reviewable plans under Article IV herein.

SECTION 3. Dwelling Size. No dwelling erected on any Lot shall contain less than 1700 heated square feet, exclusive of any garages, porch's, storage or any other non heated area.

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. The special approval provided in this paragraph terminates December 31, 2025. Should an Owner acquire adjoin Lots and desire to place the improvements upon the dividing line, the architectural committee 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 or its manager. However, no structure shall be located upon any lot nearer to the dedicated street than the set back 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. 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 neighborhood. 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 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Additionally, no portable building or prefabricated building shall be located upon any lot except as provided during construction of the primary improvements, may not exceed 180 days. Declarant or its manager may maintain a sales office in or near the currently constructed for development.

SECTION 8. 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 9 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

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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 10. 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 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. While in the Nature park all pets must be leashed and under the control of their owner, pets must not be a nuisance of either noise or aggressive behavior while in the Nature Park. All pet droppings must be collected and removed from the Nature Park by the pets Owner.

SECTION 11. 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 or its manager.

Section 12. 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 13. 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 parked on the Lot unless its 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 14. 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 15. Fencing. No fence or wall shall be erected to a height over six (6) feet, all walls or fencing, and acceptable construction practices for fencing or walls must be approved by the architectural committee or its manager. 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 16. Construction. Construction of a home on a Lot, once started, must be diligently pursued and completed within twelve (12) months of commencement. The Owners shall be responsible for the encroachment of silt upon the dedicated street and the sidewalks and shall be responsible for the cleanup cost of trash and dirt occasioned by the construction.

SECTION 17. Antennas. Any satellite dish or antenna and their placement must be approved as described in article IV, section 1, above, and any dish shall not exceed 16" in diameter and placed in any location which would be visible from the street. No "ham" radio or other antennas of a height great than the house shall be erected on any Lot.

SECTION 18. Mailboxes. Mailboxes shall all be of the same type and style approved by the architectural committee or its manager. The architectural committee or its manager shall approve the location of the mailbox on each Lot and shall designate a retailer that can provide the style needed.

SECTION 19. Roofs. All roofs on whatever part of the residence situated on any lot shall have a roof pitch not less than 8 / 12, and be constructed of architectural shingles, except those specifically approved.

SECTION 20. 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 or its manager.

SECTION 21. 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 or its manager prior to commencement of construction. If enforcement is necessary the Lot owner will be responsible for all cost incurred by the architectural committee or its manager, for demolition or repair, and attorneys fees.

ARTICLE VI GENERAL PROVISIONS

SECTION 1 Enforcement. The Association or any 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 Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

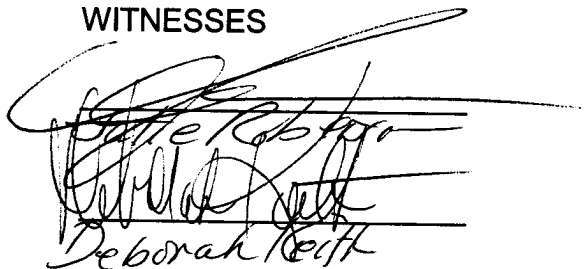
SECTION 2. Severability. Invalidity of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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 period of ten (10) years. This declarations may be amended the first twenty (20) years by an instrument signed by (90%) of lot owners in respective unit and thereafter by an instrument signed by (75%) of Lot Owners. It will require (100%) to amend this instrument if restrictions are more stringent than the existing restriction.

SECTION 4. Annexation. The Declarant or its manager may annex additional residential properties without the necessity of the approval of the Class A members.

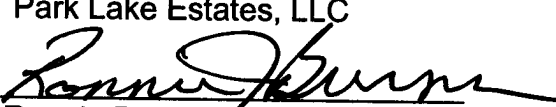
THUS DONE AND PASSED before the undersigned Notary, in the presence of the undersigned witnesses on this 7th day of January, 2011.

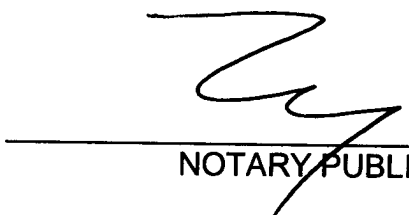
WITNESSES


Deborah Keith

PARK LAKE ESTATES LLC

BY: 
W. E. Hendrix, Agent/Manager
Park Lake Estates, LLC

BY: 
Ronnie Burns, Manager/Member of
Park Lake Estates, LLC


NOTARY PUBLIC

LANCE G. MOSLEY
NOTARY PUBLIC
BOSSIER PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE
NOTARY ID NO: 9280

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IN RE: : 26TH JUDICIAL DISTRICT COURT
CLOSING OF CLERK'S OFFICE : BOSSIER PARISH, LOUISIANA

O R D E R

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Bossier Parish Clerk's Office be and is hereby legally closed for the conduct of business on the 10th day of January, 2011, pursuant to L.R.S. 1:55 E, for emergency purposes due to weather which "renders it hazardous or otherwise unsafe for employees ... to continue in the performance of their official duties ..."

THUS DONE AND SIGNED at Benton, Bossier Parish, Louisiana, this 9th day of January, 2011.



FORD E. STINSON, JR.
DISTRICT JUDGE