

1360200

813

STATE OF LOUISIANA:
PARISH OF OUACHITA:

FILED & RECORDED
CLERK & RECORDER
OUACHITA PARISH, LA
2002 DEC 12 P 3:35
BY *Denise Thomas*
813
C.A. No. 1878

**DECLARATION OF COVENANTS AND RESTRICTIONS
AFFECTING PHASE II DEVELOPMENT OF
FRENCHMAN'S BEND SUBDIVISION, UNIT 4**

BE IT KNOWN, that on this 4th day of December, 2002, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above stated Parish and State in the presence of the undersigned witnesses, personally came and appeared:

TREY JAY, INC. (Federal ID# [REDACTED]), a Louisiana corporation whose mailing address is P. O. Box 645, Sterlington, Louisiana 71280, herein represented by its duly authorized President, John Bishop Johnston and its duly authorized Secretary, Larry A. Jones, (hereinafter sometimes referred to as "Appearer")

who declared as follows:

Appearer is the owner of that certain parcel of immovable property located in Ouachita Parish, Louisiana, described as follows:

PHASE II DEVELOPMENT, UNIT 4, FRENCHMAN'S BEND SUBDIVISION, as more accurately described in the certain plat of survey filed December 12, 2002, under Docket Register No. 1360161 - , at Plat Book 20, page 151, of the records of Ouachita Parish, Louisiana.

Appearer, in order to promote the orderly development of the hereinabove described property, and to facilitate the maximum enjoyment of said property by such persons as may become owners of the Lots or parcels contained therein, and in pursuance of a general plan, hereby imposes upon said property the following building standards and restrictions, specified uses, predial servitudes, covenants and conditions insuring good maintenance and continued architectural harmony of Frenchman's Bend Subdivision, which covenants shall run with the land and shall be binding upon all persons having any right, title or interest in and to any part or parcel of the above described property, their successors, heirs or assigns. It is intended hereby to create perpetual predial servitudes terminating only as provided in Article XIII hereinbelow, or upon the occurrence of ten years' non-use; however, the partial use or continued existence of any covenant or servitude shall be interpreted as a use of each and every provision and stipulation hereof. Appearer further declared as follows, to-wit:

ARTICLE I

NAME AND DEFINITIONS

- A. Name. The name by which the property described above shall be identified as "Phase II Development, Frenchman's Bend Subdivision, Unit 4"; however, for convenience the property will sometimes be referred to herein as "Frenchman's Bend".
- B. Definitions . When used herein, the following terms shall have the meanings assigned below.
 - 1. "Association" shall mean and refer to the Frenchman's Bend Homeowners Association, Inc., a Louisiana corporation, or its successor entity.

2. "Common Area" shall mean all real property, and any and all improvements thereon, and all rights, ways, privileges, servitudes, advantages and appurtenances thereon and thereunto appertaining which is herein acquired or later owned by the Association for the common use and enjoyment of the owners.
3. "Lot" shall mean and refer to the single parcels of property, including the improvements thereon, shown as all Lots in Phase II Development of Unit 4, more specifically described on said plat of survey of Frenchman's Bend Subdivision referred to herein, and any other lot which hereafter becomes subject hereto.
4. "Owner" shall mean and refer collectively to the record owner of any Lot as defined in Paragraph 3 above, whether composed of one or more natural persons, corporations, partnerships, associations or other juridical entities. "Owner" shall include a person owning a Lot as usufructuary, but shall exclude tenants or lessees, entities having an interest in a Lot solely as security for the performance of an obligation, owners of servitudes or easements and other persons or entities owning other than a full or undivided part of the fee simple ownership as defined by Louisiana Civil Code Article 477.
5. "Restrictions" shall mean and refer to this Declaration of Covenants and Restrictions, and any amendments which may be made hereto in accordance with Article XIII below.

ARTICLE II

PROPERTY RIGHTS

- A. Every Lot, as defined above, shall constitute a separate parcel of immovable property, the ownership of which is governed by the laws of the State of Louisiana, subject to the terms and provisions hereof.
- B. The ownership of each Lot shall include, as an inseparable part thereof, certain appurtenances which need not be separately described in any mortgage or conveyance, which appurtenances shall be deemed to include, without limitation, the following:
 1. Membership in the Association with one vote attributable to the Owner of the Lot. In the event ownership of the Lot is apportioned among one or more persons or entities, the manner of the exercise of such vote shall be as agreed upon in writing by such Owners and notice of such agreement shall be provided to the Association. In no event shall one lot represent more than one vote. Trey Jay, Inc. ("developer"), developer of Phase II Development, Unit 4, Frenchman's Bend Subdivision, shall not be considered a member of the Association.
 2. The obligation to pay a share of the Common Expenses stipulated below attributable to a fraction, the numerator of which is one and the denominator of which is the number of Lots then subject to the provisions hereof.
 3. The obligation to pay any Special Assessments levied against such Lot, in accordance with the provisions contained hereinbelow.
 4. The obligation to pay any Individual Lot Assessment levied against such Lot in accordance with the provisions contained hereinbelow.

- C. The owner of any mortgage, lien or other security interest acquires his rights subject to the terms and provisions hereof, however, these restrictions shall never be interpreted as authorizing the Association or any Owner to undertake any action or omission which would decrease the value of such security interest or to commit waste of the property.
- D. No Lot shall be removed from the provisions hereof other than pursuant to an Amendment of these Restrictions as provided in Article XIII below.

ARTICLE III

ADMINISTRATION

- A. Contemporaneously with the execution hereof, Appearer has organized a non-profit corporation under Louisiana law named "Frenchman's Bend Homeowners Association, Inc." Each Owner of a Lot as defined above is automatically a member of the Association during his period of ownership, and each owner will automatically be assessed an annual fee. Initially, the annual assessment shall be ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, until otherwise amended as provided herein. In no event shall Trey Jay, Inc. be subject to this or any other assessment provided herein.
- B. The Association shall be governed by a Board of Directors composed of not less than three (3) and not more than eighteen (18) natural persons elected by the Owners. Each issue for determination by the Association shall be decided by the Board of Directors or a Committee or designee thereof in accordance with the Articles and By-laws of the Association. All actions of the Board of Directors shall be governed by majority vote, except where these Restrictions, the Articles or By-laws require a greater vote, but nothing contained herein shall ever be interpreted as authorizing the Board of Directors to ignore, override or violate these Restrictions.
- C. Each issue required by these Restrictions to be determined by a certain number or percentage of the Owners shall be decided at a duly constituted shareholder or members meeting of the Association, as provided in the Articles.
- D. The Association shall be authorized, empowered and directed to generally administer Frenchman's Bend Subdivision, and to make reasonable rules and regulations governing matters as are authorized herein and to provide copies of such rules and regulations to each owner.
- E. All expenses of administration, including management, legal, accounting or other services deemed reasonably necessary by the Board of Directors, the cost of any licenses, taxes or other assessments incurred by the Association, the cost of all insurance purchased by the Association, as provided below, and any other costs of administration of the Frenchman's Bend Homeowners Association, Inc. shall be considered Common Expenses, to be borne as stated above. All income or benefits received by the Association shall be received and utilized for the benefit of the Owners in common and may, in the discretion of the Board of Directors, be used to reduce Common Expenses or to establish such reserves as the Board may deem appropriate.

ARTICLE IV

MAINTENANCE, REPAIRS AND SECURITY

The Association, through its Board of Directors or such committee as it may designate, shall be responsible for maintenance and repairs to Frenchman's Bend Subdivision, for the benefit of the

816

Owners, subject to the following stipulations:

- A. The Association shall secure a common garbage and trash collection service for the subdivision and each owner shall be required to use such garbage and trash collection service, which service shall be billed separately to each Owner. The Association shall have the right to designate specific garbage collection days.
- B. The Association shall be responsible for the upkeep and maintenance of all boulevard medians in the subdivision.
- C. The Association may contract for private police protection for the subdivision in accordance with Article VIII below.
- D. Nothing contained herein shall be construed as limiting an Owner's right to recover for loss or damage to his property under the laws of the State of Louisiana.

The above rules are intended to balance an individual Owner's right of free ownership of property with the concurrent or correlative rights of the other Owners of Lots, and in the event same fail to adequately protect any Owner or cause undue hardship upon any Owner, such rules may be altered in any specific instance, by a vote of eighty (80%) percent of the Association members at a duly constituted shareholder's meeting.

ARTICLE V

ASSESSMENTS

Assessments against the Owners may be made by the Association, and shall be paid by the Owners in accordance with the following provisions:

- A. The Association shall establish a budget for the Common Expenses in advance of each calendar year and may revise such budget from time to time. Additionally, the Association shall establish and maintain a reserve fund for the Common Expenses and for such contingencies as it may deem necessary, and the funding therefor may be included in the annual budget. Each Owner shall be personally liable for a share of the Common Expenses attributable to a fraction, the numerator of which is one and the denominator of which is the number of Lots then subject to the provisions hereof. Assessments based on the budget shall be due and payable in twelve (12) equal consecutive monthly payments payable in advance on the first day of each month. In no event shall Trey Jay, Inc. be subject to this or any other assessment provided herein.
- B. Additionally, the Association may levy such Special Assessments as are specifically authorized herein or for such other purposes as the Association determines to be reasonably necessary, provided that any such other special Assessment shall have the assent of two-thirds of the Board of Directors. No portion of any Special Assessment shall be due earlier than thirty days after notice to the Owner or Owners of such Assessment.
- C. Prior to levying any Common Expense, other than the initial assessment of \$100.00 per year referenced in Article III, Paragraph A herein, that amounts to more than \$100.00 per lot per year, the Association shall first obtain the assent of the majority of the owners at a duly noticed Owners meeting.
- D. Prior to levying any Special Assessment amounting to more than \$100.00, the Association shall obtain the assent of eighty (80%) percent of the owners at a duly noticed Owners meeting.

- E. Notwithstanding the requirements of paragraphs "C" and "D" above, the Association may levy an Individual Lot Assessment as may be specifically authorized herein, provided that such Individual Lot Assessment shall have the assent of two-thirds of the Board of Directors. The Individual Lot Assessment shall be due seven (7) days after notice to the Owner of such Assessment.
- F. An Owner who has not paid in full a share of the Common Expenses or a Special Assessment or an Individual Lot Assessment shall be in default seven (7) days after the due dates provided above. An Owner in default may be subjected to the suspension of his voting rights and such other privileges as the Association may deem reasonable and the Association shall be entitled to exercise its mortgage against the Owner's Lot, as provided below.
- G. Now, in order to secure the payment of the Common Expenses, Special Assessments and Individual Lot Assessments ("Assessment") levied by the Association as provided above, Appearer hereby mortgages and hypothecates each Lot in favor of the Association. To perfect the Mortgage established hereby, the Association shall file a Notice of Mortgage for registry in the Mortgage Records of Ouachita Parish, which Notice shall include a description of the Lot, the name of the Owner, the amount of the delinquent Assessment and the date of the default as provided above. The Association shall, at least seven (7) days prior to the filing for registry of the Notice of Mortgage, serve upon the delinquent Owner a sworn detailed statement of its claim for the delinquent Assessment, which service shall be effected by personal service by any Director, or by registered or certified mail. A Notice of Mortgage recorded as set forth hereinabove shall preserve the Mortgage against the Lot for a period of one year from the date of recordation. The effect of recordation of the Notice of Mortgage shall cease and the Mortgage shall terminate unless a suit for seizure and sale of the Lot shall be filed within one (1) year of the date of recordation thereof. In the event suit is filed, the Mortgage shall continue in full force and effect unless and until such suit is terminated by final judgment. Appearer, on behalf of all future Owners, hereby confesses judgment in the amount of any unpaid share of the Common Expenses or Special Assessment or Individual Lot Assessments, for which a Notice of Mortgage is filed, and stipulates that any sale of a Lot shall be subject to the terms hereof. In addition to the amount of the delinquent Assessment and any subsequent levies of Common Expenses or Special Assessments, the Owner of the Lot against which same is filed shall be responsible for interest at the rate of twelve (12%) percent per annum from the date of the filing of the Notice of Mortgage and for reasonable attorney's fees and all court costs incurred by the Association in connection with its enforcement of the Mortgage.

The Association hereby stipulates and agrees that the rights established in the foregoing paragraph shall be subject to the following:

- (1) Unless and until such time as a Notice of Mortgage is filed and properly indexed in the name of any Owner, the rights created hereby are contingent and should not be specifically reflected in any mortgage certificate or title examination.
- (2) At such time as a Notice of Mortgage is filed and this provision is effectuated, the Mortgage created hereby shall affect and apply only to the Lot or Lots described in such Notice of Mortgage owned by the delinquent Owner at the time of the filing and shall not apply to any other Lot.
- (3) This provision and any mortgage subsequently established hereunder is expressly made subordinate to any lien, privilege, mortgage or encumbrance recorded prior to the Notice of Mortgage and shall be subordinate to any lien or privilege arising out of immovable property taxes or governmental Assessments specifically describing any Lot.

- (4) The Association specifically retains the right to subordinate any mortgage arising out of the recordation of a Notice of Mortgage to any other mortgage or encumbrance, by the recordation of a subordination instrument.
- (5) Nothing contained herein shall restrict or limit any rights the Association may have under LA R.S. 9:4801 et seq. (the Private Works Act), or under La.R.S. 9:1145 et seq. creating a privilege in favor of the Association.

ARTICLE VII

INSURANCE

- A. Coverage:
 - (1) Property. The Association may, in its discretion, purchase insurance against all risks of direct physical loss commonly insured against.
 - (2) Workman's Compensation and Employer's liability insurance may be purchased by the Association, if deemed necessary.
 - (3) The Association may, if desired, purchase Directors and Officers Liability Insurance to protect volunteers in the operation of the Association; and may also purchase fidelity insurance to protect the Association against dishonest acts of employees, directors, or other agents.
 - (4) The property and general liability insurance policies described above shall provide that each Owner is an insured with respect to liability arising out of ownership of any common area or membership in the Association.
 - (5) Owners shall be solely responsible for obtaining property damage, loss and liability insurance.
- B. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.
- C. Notice of Insurance: The Association shall promptly cause a notice and description of any insurance purchased by it to be delivered to each Member.

ARTICLE VII

SUBSTANTIAL DAMAGE OR DESTRUCTION

- A. In the event of damage to or destruction of any improvement by fire or any other casualty, the Owner shall, within a reasonable time after such damage or destruction repair or reconstruct same in a workmanlike manner with materials comparable to those used in the original construction and in a substantial conformity with the original plans and specifications such that the improvement, when rebuilt or repaired, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with the design and construction of the remaining structures.
- B. In the event any Owner shall fail within a reasonable time after the occurrence of the damage or destruction, to perform the required repair or reconstruction, he shall be required to deed to the Association title to the Lot for its fair market value in an "as is, where is" condition and to accept for the purchase price the promissory note of the

Association at an interest rate of two (2%) percentage points below the Chase Manhattan Bank of New York (or its successor) prime rate on the date of the casualty, payable in five equal annual installments. The note shall be secured by a mortgage inferior to the balance of any remaining unpaid mortgages on the Lot as of the date of the sale and any first mortgage placed by the Association or by an Owner who rebuilds the Lot. This provision shall be enforceable by the Association.

- C. The Association may, at its option, elect to make the necessary repairs and charge the owner for these repairs as an Individual Lot Assessment.
- D. These provisions will not apply in the event more than 25% of the existing houses are substantially destroyed by a casualty and the Owners are unable or unwilling to rebuild same, and in that event the Association shall amend these provisions as it shall deem reasonable.

ARTICLE VIII

PRIVATE POLICE PROTECTION

- A. The members of the Association shall have the right to contract for private police protection for the homes and property in this subdivision by a majority vote at such time as same is deemed necessary for the purpose of protecting residences and property against theft, burglary, trespass, nuisances, and criminal activities of all kinds, including willful destruction of property.
- B. The cost of securing private police protection shall be borne by the Association as a Common Expense.

ARTICLE IX

RESTRICTIONS AND COVENANTS REGARDING USE

In order to provide for the congenial occupation of the Lots and to provide for the protection and maintenance of the market value of same, their use shall be restricted in accordance with the following provisions:

- A. Except during any period when the Lots are being initially sold (when one or more homes may be used as "models"), and except for such temporary non-residential uses as may be permitted by the Association from time to time, all houses shall be used exclusively for residential purposes by the Owners or their Lessees, invitees or guests.
- B. No Owner may lease or let any house for a period of less than six months' occupancy. No offensive, noxious or unlawful activity shall be conducted in, near or upon the Lots nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdictions thereof shall be observed.
- C. No owner shall permit anything to be done upon his Lot which would tend to increase the rate of insurance applicable to the other owners or result in the cancellation of any insurance carried by the Association.
- D. No horses, cows, cattle, sheep, goats, rabbits or other animal, fowls, livestock or poultry shall be kept, raised or permitted on any Lot, except for cats, dogs or other common house pets may be kept in reasonable numbers, provided that such pets do not become nuisances and are not allowed to roam on or about the properties. A dog that barks excessively or

bites unprovoked shall be deemed a nuisance.

- E. No noxious or offensive trade or activity shall be carried on upon the Lots, and the Association may prohibit any use or practice which is or becomes a source of nuisance or annoyance to other Owners or which interferes with the peaceful use and possession by the Owners of their houses.
- F. No garbage, trash or litter shall be kept or maintained outside any home other than in suitable garbage receptacles. In the event an Owner violates this provision, the Association is specifically authorized to cause the removal of such garbage, trash or litter and to charge the cost or expense thereof as an Individual Lot Assessment against the non-complying Owner or Owners.
- G. Except for such signs as may be posted in connection with the lease or sale of a home and except for inoffensive signs advocating the support of duly announced candidates for public office, no signs of any nature shall be erected, posted or displayed upon, in, from or about any Lot or home without the prior written of the Association and under such conditions as it may establish. In no event shall a sign exceed the dimensions of four square feet.
- H. No structure of a temporary character, or a trailer, basement, tent, shack, garage, or other building shall be placed on any Lot at any time or used as a residence, either temporarily or permanently, nor shall an old house be moved onto a Lot covered hereby. Also, no automobile not in general use shall be stored on the premises except in a garage provided therefor, nor shall any automobile be kept on the premises except in the driveway or in the garage provided therefor. No car or vehicle shall be regularly parked, stored or kept on any street or public area in this subdivision, and no large truck or bus (small pick-up trucks and campers are excepted) may ever be kept on the premises.
- I. No satellite dishes may be placed on any lot.
- J. No oil or gas drilling, derricks, development operations, gas oil refining, quarrying or mining operations of any kind shall be permitted or maintained by the owner to whom a Lot is sold herein, nor shall oil or other minerals be stored on said premises.
- K. An Owner of a vacant Lot shall keep same mowed and maintained. Should an Owner fail to mow and maintain his Lot, the Association shall have the right, but not the obligation, to mow and/or maintain the Lot after five (5) days written notice by first class mail and charge the owner a reasonable amount per occurrence as an Individual Lot Assessment.
- L. Any extra vehicles, boats, boat trailers or recreational vehicles of any type must be parked behind a fence, and may not be stored on rear portion of any Lot.
- M. All lots shall be developed as single family dwellings. No apartments or duplexes shall be permitted.
- N. In addition to the rules and regulations, the Association may promulgate reasonable rules and regulations concerning the use of the houses and may enact such constraints against offending Owners as it shall deem reasonably necessary.
- O. Certain lots are adjacent to or are on a portion of a historical landmark. The historical landmark is not to be altered in any way or any permanent structure caused to be placed on same.
- P. Building set back lines shall not be less than 20 feet along the front lot lines, not less than 25 feet along rear lot lines, not less than 5 feet on each interior side lot line, and not less than 20 feet along any side lot line fronting on a street.

ARTICLE X**ARCHITECTURAL REVIEW**

- A. No construction shall be made on any Lot until the plans for same are first approved by Appearer or its successors, or in the appropriate case, the Association. This covenant also applies to substantial exterior alterations, remodeling or to any additions to a residence previously built. If said plans are not approved or rejected within thirty (30) days after same are submitted in writing to Appearer or its successors, then said plans shall be considered as having been approved. After title to eighty (80%) percent of the Lots in Unit 4 has transferred from Appearer, the responsibility of enforcing architectural standards shall be completely assumed by and transferred to the Association. Appearer shall likewise be absolved by any further responsibility for architectural review.
- B. Appearer or the Association may, where the building design makes such construction impractical, waive any of the Architectural Control requirements set forth herein, provided the house plan and design is in keeping with the type residences being constructed in the block or square where it is to be placed.
- C. Once approval is given, Appearer or the Association shall have the light to enjoin any construction not in conformance with approved plans and specifications, and shall have all other remedies at law or equity.
- D. Approval by the Association or Appearer shall not constitute a basis for any liability on the part of Appearer or any director or officer thereof as regard to failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.
- E. If construction is not substantially commenced within six (6) months of approval, the application must be resubmitted. Once construction is substantially commenced, exterior improvements shall be completed within one (1) year.

ARTICLE XI**ARCHITECTURAL STANDARDS**

- A. The minimum heated square footage of any main dwelling shall be 2,200 heated square feet for golf course lots, and 1,800 heated square feet for interior lots. The minimum covered parking shall be for two (2) automobiles.
- B. No building shall be erected, altered, placed or permitted to remain on any Lot other than one new, detached single-family dwelling; provided, however, that a swimming pool, guest house, servant quarters, private greenhouse and a private garage or carport may be constructed concurrently with or after the construction of the main dwelling. All additional structures, including decorative items such as statues and fountains, except a greenhouse, must share the same architectural style with the main dwelling. No residential trailer nor any type of prefabricated housing or modular home shall ever be parked or placed on any lot for any purpose whatsoever.
- C. All exterior and/or visible materials shall be consistent with that particular style both in appearance and durability. Long-wearing and low-maintenance materials, such as brick, should be the primary choice, even as substitutions for other less durable materials, but as not to compromise the authenticity of the particular chosen style. Specific brick or masonry percentage requirements will be dependent on the particular chosen style. Driveways shall be hard-surfaced (i.e. concrete, asphalt, brick). Roof surfaces shall be consistent with the

- particular chosen style, except that, for neighborhood fire protection, wood materials shall be prohibited.
- D. All approved buildings shall be the same style and architecture as the residence on said Lot. No structure shall exceed two stories in height. Ceiling heights must be minimum of nine (9') feet. The garage shall never exceed the height of the main structure. The roofs on all residences shall have not less than 8/12 pitch, and shall have architectural shingles. All garages, storage rooms and carports shall be attached to the main dwelling, and shall be constructed of the same, or similar, material as the main dwelling, and the roof shall have architectural shingles. Further, no residence or other building shall be built on any Lot herein until two (2) copies of a floor plan and a front and rear elevation plan are first presented to and approved by Appearance or the Association, the purpose being to ensure compliance with all of these restrictions.
 - E. The foundation or concrete slab of any building must be at least one (1') foot above natural grade.
 - F. No exposed chimney stacks are allowed. If a prefabricated fireplace is used, the chimney stack must be architecturally encased.
 - G. Concrete trucks' load shall not exceed six (6) cubic yards per load at any one time.
 - H. No dwelling shall be occupied or used for living purposes until all exterior and interior work on same has been fully completed.
 - I. No Lot as shown on the recorded plat shall be divided into a smaller Lot and used as a residential site without written permission of Appearance or the Association, and then only if said new Lot contains at least 9,000 square feet and has a road frontage of 65 feet. Any Lot may be integrated with an adjacent Lot and the improvements so located as to constitute said entire tract as one building site, it being the intention of this restriction to prohibit the erection of residences on a Lot or building site in said subdivision of a size generally smaller than Lots forming Frenchman's Bend Subdivision.
 - J. All plumbing work shall comply with the Louisiana State Plumbing Code. Plumbing contractors shall be required to install a sewer clean-out box at all sewer taps.
 - K. No fence or wall shall ever be constructed nearer than 30 feet from the street. Shrubbery may be planted in this area and along the side lines of the Lot, but no shrubbery which will obstruct the view of a driver of a passing car (generally considered as being shrubbery having a height of 3 feet or over) shall be permitted to grow within 15 feet of the street line. No fences or other structures or fixtures shall be erected on golf course Lots so as to unreasonably obstruct the view by any property owner of the golf course.
 - L. As to corner Lots, no fence, wall, hedge or shrubbery which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.
 - M. There shall be no modification or addition to any home exterior without the prior written approval of the Association, other than normal repair or maintenance which does not alter the shape, size or appearance of any home exterior or component thereof.
 - N. Desert style landscaping is specifically prohibited. All landscaping shall be completed within six (6) months after completion of construction of the main dwelling. No chain-link fence shall be visible from the street or any other property, public or private.

- O. No carports shall be allowed. Garage entries may face the same street the dwelling faces, provided that the lot and building plans preclude alternatives. However, in no event shall any garage be without functional garage doors of a style and material consistent with the dwelling style.
- P. Upon the affirmative vote of 80% of the Owners at a duly constituted Owners meeting, the Association shall prevail upon all Owners to install sidewalks (as defined as walkways paralleling streets). The walks shall be installed in such a manner that the sidewalks in the community form a continuous system broken only by public streets. All material and workmanship shall conform to specifications to be adopted by the Association. If an Owner does not comply with this Section, then the Association shall contract to have the walks installed and levy an Individual Lot Assessment against said Owner for the costs.

ARTICLE XII

COMPLIANCE AND DEFAULT

Each owner shall be governed by and shall comply with the terms of these Restrictions as they may be amended from time to time. Failure to comply with these restrictions shall be grounds for any appropriate relief provided by law, which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of the mortgage provided above, or any combination thereof. Such relief may be sought by the Association or by any aggrieved Owner.

ARTICLE XIII

AMENDMENT

Except where a greater or lesser percentage is required herein, these Restrictions may be amended with the consent of eighty (80%) percent of all record Owners at a duly constituted meeting of the Association and the certificate of Secretary evidencing the fact that an Amendment was so adopted may be recorded in the public records of Ouachita Parish and shall be due proof thereof. Notwithstanding the above and foregoing, the unanimous consent of the Owners shall be required for an Amendment changing the responsibility of any Owner for Common Expenses or Special Assessments or Individual Lot Assessments or changing voting rights or membership in the Association.

ARTICLE XIV

ADDITIONS

Appearer reserves the right and option (but not the obligation) to dedicate and make subject hereto additional units of Frenchman's Bend Subdivision by the execution and recordation of a "Notice of Addition" to that effect.

ARTICLE XV

TERMINATION

The Association and these restrictions may be terminated, if at all, only upon the affirmative vote of eighty (80%) percent of the Owners, exercised as stipulated above for an amendment of these Restrictions.

**ARTICLE XVI
SEVERABILITY**

The invalidity of any provision of these restrictions shall not affect the validity of the remaining portions hereof.

**ARTICLE XVII
EFFECTIVE DATE OF HOMEOWNERS ASSOCIATION
AS TO PHASE II DEVELOPMENT, UNIT 4
AND ALL RELATED PROVISIONS**

Notwithstanding anything contained herein to the contrary, the homeowners association and all related provisions shall not apply to Phase II Development of Unit 4 until Trey Jay, Inc. transfers eighty percent (80%) of the lots in Phase II Development, Unit 4, Frenchman's Bend Subdivision, and records in the conveyance records of Ouachita Parish a declaration that the homeowners association is operational.

THUS DONE AND PASSED, in my office, in Monroe, Louisiana, on this 4th day of December 2002, and in the presence of the undersigned competent witnesses, and me, Notary, after reading of the whole.

WITNESSES

TREY JAY, INC.

Dolores Avant
Barlene Dorian

By: John Bishop Johnston
John Bishop Johnston, President
By: Larry A. Jones
Larry A. Jones, Secretary

Judy Lytle
NOTARY PUBLIC

[FB\PH2-RESTNS.U4]