

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE SHADOWS AT WHITE OAK**

SECOND FILING

ORIG 948 BNDL 10940

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on the 30th day of Sept 1998,

BEFORE ME a duly qualified and commissioned Notary Public within and for the State of Louisiana, and in the presence of the undersigned competent witnesses came and appeared:

WALTER R. BANKSTON and ASSOCIATED , INC. , a Louisiana corporation represented herein by Walter R. Bankston, its duly authorized officer (herein referred to as ("APPEARER") ; who declared that the appearer is the owner of certain immovable property in East Baton Rouge Parish more particularly described as ;

Lots 52 through 105, in The Shadows At White Oak Subdivision more particularly described on the recorded Final Plat of The Shadows White Oak Subdivision, shall be held, transferred, sold, conveyed leased owned, occupied and used subject to the following servitude, restriction, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with title to the immovable property subject to this Declaration, and which shall be binding on all parties having any right, title or interest on the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and shall insure to the benefit of each owner thereof.

I. PURPOSE

The purpose hereof is the creation of a residential community having a uniform plan of development and its preservation of property values. This residential community is hereby subjected to the covenants, restrictions, reservations, liens and changes herein set out to insure the best use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against improper use of surrounding building sites as well as depreciate in the value of their property, to preserve, so far as practicable , the natural beauty of the property, to guard against the erection of poorly designed or proportioned structures, and structure built of improper unsuitable materials. To insure the highest and best development of the property, to encourage and secure the erection of attractive homes thereon, with appropriate locations on building sites, to prevent haphazard and inharmonious improvements of building sites, to secure and maintain property setbacks and in general to provide adequately for quality improvement of the property.

II. DEFINITIONS

- (A) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of title to any lot which is part of the herein above described property.
- (B) “Property” of “Properties” shall mean and refer to that certain real property herein above described, and such additions thereto here after be brought within the jurisdiction of the Association.
- (C) “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.
- (D) “Appearer” shall mean and refer to Walter R. Bankston and Associates, Inc. and its successors and assigns.
- (E) “Association” shall mean and refer to The Shadows At White Oak Homeowners Association, created by this document.

III. ARCHITECTURAL CONTROL

- (A) 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 thereon be made until the plans and specifications showing the mature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as herein provided.
- (B) The Architectural Control Committee shall consist of three members who shall be elected annually by an affirmative vote of a majority of all property owners in The Shadows White Oak Subdivision. Provided, however, that during the development of the subdivision including filing one and two and until 90% of all proposed lots are sold or until this duty is relinquished to the Homeowners Association, The Architectural Control Committee shall consist of initially Walter R. Bankston, who may in his discretion, appoint two (2) additional members.
- (C) The Architectural Committee shall review the plans to determine if they meet the requirements of these restrictions, and are architecturally and aesthetically compatible with the subdivision. The Committee shall have the right to approve or disapprove exterior building materials.
- (D) The Architectural Control committee, at their discretion and for sound architectural reasons, has the right to approve any waivers or deviations from these restrictions that they deem are appropriate.
- (E) One set of plans, including plot plan, and specifications must be submitted for Committee approval and delivered to Walter R. Bankston, or his assigned agents. The mailing address of the Committee is 7375 AIRLINE HIGHWAY, BATON ROUGE, LA 70805.
- (F) In the event the Architecture Control Committee fails to approve or disapprove plans within (15) days after said plans have been submitted, approval will not be required and this article will have been deemed fully complied with.
- (G) Approval shall not be deemed a guarantee as to soundness, or usefulness and no liability shall be incurred by appearer, Architectural Control Committee, or their assessors or assigns as a result of approval.
- (H) The Appearer of the Architectural Control Committee does not warrant soil conditions. Foundations should only be properly designed by the builder or an architect or engineer. The Committee's approval of construction plans is limited to appearance and not structural design or engineering.

IV. RESTRICTIONS

- (A) All of the lots contained in a subdivision of the herein above described tract are hereby designated as residential and no part of the property above shall be used for commercial purposes, or apartment houses, and not more than one single family residence, with accessory building shall be built or constructed on each lot.
- (B) The minimum size of a residence is computed on the basis of square footage area that is mechanically heated and cooled. This living area square footage excludes garages, carports, breezeways, open porches, terraces, patios, and overhang. Any covered parking in front of home must be an enclosed garage with the door on the side. Rear covered parking may be garages or carports. All garages and/or carports must be set back from the sideline at least 20 feet to allow for adequate turning. On corner lots the covered parking area that face the side street must have garage doors.
- (C) The minimum size requirements are as follows:
2. For single story homes in The Shadows At White Oak Subdivision, the minimum living area square footage shall be 2000 square feet and total roofed area, excluding overhang, shall be no less than 2500 square feet.
 3. For all story and one-half houses and two stories, the living area and the total area is to be increases by 200 square feet. Building set back lines:
- (D) Building set back lines:
1. Front set back as shown on final plat.
 2. Side line set back 8-feet.
 3. Rear yard accessory buildings- 5 feet from sidelines and 10- feet from rear line.
 4. No building or accessory building may encroach upon any servitude.
- (E) In order to assure that size and location of homes will be harmonious and that the maximum amount of privacy will be available to each, the maximum set back will be determined by the Architecture Control Committee.
- (F) No structures of what is commonly known or described as "Factory built", "Modular", or "Mobile home" type construction shall be erected or placed upon any lot.
- (G) No building shall be erected, placed or altered on any lot until the construction plans, specifications and plat plan showing the location of the structure on the lot has been approved by the Architectural Control Committee.
- (H) No animals, livestock, poultry or birds of any kind shall be raised, bred, or kept on any such lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purpose.
- (I) No trash, ashes or any other refuse may be thrown or dumped on any vacant lot.
- (J) Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals after they are initially cleared so as to maintain the same in a neat and attractive manner. If lots are not mowed by Owner, lots will be mowed by Appearer or the Homeowners Association and the Owner will be billed for the cost.
- (K) No person shall install a method of sewage treatment other than connection to the sanitary sewage system.
- (L) No noxious or offensive trade or activity shall be carried on in any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (M) No signs of any kind or description, other than "Real Estate" signs, may not exceed five square feet in size be displayed on any lot.

- (N) Only decorative, permanent type fences shall be allowed. The Architectural Control Committee must approve the type and location of all fences. If drainage servitude is fenced, the fence thereon cannot impede or alter the drainage of storm water in the subdivision.
- (O) A Television Satellite Dish may be installed on any lot provided that it is located within the rear twenty five (25) feet of the lot. The Architectural Control Committee must approve the location of any Satellite Dish.
- (P) No oil drilling, oil development corporation, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lots. No derrick or other structure designated for the use in boring for oil or natural gas shall be erected, maintained or permitted upon the surface of any lot. However, said lots can be explored, developed and produced entirely by wells located outside the limits of the subdivision.
- (Q) No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.
- (R) These covenants prohibit the resubdivision of lots from any dimension other than those on the official recorded plat with the exception that three (3) lots may be resubdivided in to two (2) building sites. This does not prohibit the use of more than one (1) lot for one (1) residence.
- (S) No vehicle of any kind, auto, boat, trailer, camper, bus, etc may be stored or repaired on the street or any part of any lot closer to the street than the rear of the house or in any unsightly and offensive location or manner.
- (T) No motor homes, trailers, school buses, boats, or trucks larger than pickups, may be parked on the street or on any lot closer to the street than the rear of the house or in any location on the lot that is offensive to the neighborhood.
- (U) Mailboxes The Developer will designate a type of mail box, including mounting post (The Shadows at White Oak Subdivision Mailbox”), as to the design, construction, material and color, to be used for all lots in the subdivision, When a house is built on any lot, the Owner thereof shall only use the Shadows at White Oak Mailbox, the purchase and maintenance thereof to be the sole responsibility and at the cost if each respective Owner.

V. HOMEOWNERS ASSOCIATION

(A) **Organization.** A Homeowner’s Association shall be formed by Appearer on or before the date when 95% of all lots, either developed or proposed in the shadows at White Oak Subdivision are sold to Owners.

1. The Appearer shall appoint a President, Vice President, Secretary, Treasurer and two other residents of The Shadows at White Oak Subdivision to serve as the first board of Directors of The Shadows At White Oak Homeowners Association. This initial Board will serve for one year.
2. After the first year the homeowners shall elect the officers and Board members by a majority vote.

(B) **Membership.** Every Owner of a lot shall be a member of the Homeowners Association. Membership shall be appurtenant and may not be separated from ownership of any lot.

1. All Owners, Including Appearer, shall be entitled to one vote for each lot owned. When 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(C) **Responsibilities.** It will be the Responsibility of the Association to:

1. Elect officers to conduct the affairs of the association.
2. Enforce any covenant or restriction herein contained.
3. To serve and represent the owners in any public manner or public hearing affecting the subdivision.
4. To act in any other capacity or matter in which the majority of the owners vote.

(D) **Authority.**

The association shall have the authority to establish assessment and dues as provided in Section VI.

VI. ASSESSMENTS AND/OR DUES

- (A) **Creation of the lien and personal Obligation of Assessments and/or Dues.** The Appearer or each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association (1) annual assessments, dues or charges only to be established and collected as herein above and herein after provided. The annual dues and special assessments, together with interest, costs and reasonable attorney's fees, shall be charged on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell late.
- (B) **Purpose of Assessment and/or Dues.** The Assessment levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents, for security of the subdivision, for the maintenance of the Boulevard median at the entrance, and any other areas so approved by the Association.
- (C) **Assessments and/or dues.** The Assessments and/or dues shall be established by an affirmative vote of a majority of the votes of the total membership as indicated herein above.
- (D) **Notice.** Written notice of any meeting called for the purpose of taking action, including assessments of dues shall be sent to all members not less than (15) days nor more than (30) days in advance of the meeting. At the first such meeting called, the presence of members or of written proxies entitled to cast fifty (50%) shall constitute a quorum.
- (E) **Assessment Rate.** Both annual dues and special assessments must be fixed at a rate of (25%) for unoccupied lots and 100% for occupied lots.
- (F) **Annual Assessment and/or Dues.** 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 and/or dues shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.
- (G) **Default.** Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of (10%) per annum. He Association may sue the

Owner personally obligated to pay the same or record and foreclose a lien against the property. In such case Owner shall be responsible for (25%) attorney's fees and all cost of court and recording and cancellation charges. No Owner may wavier or otherwise escape liability for the assessments and or dues provided for herein by non-use or abandonment of his lot.

- (H) **Subordination.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, Sale, or transfer of any lot shall not affect the assessment lien. No sale or transfer relieves such lot from liability for any assessment there after becoming due or from the lien thereon.

VII. GENERAL PROVISIONS

- (A) **Enforcement.** The Association, or any Owner, including the Appearer, shall have the right to enforce by legal proceedings all restrictions, servitude, liens, and charges now or herein after impose by the provisions of the Declaration. Failure by the Association or by Owner, including the Appearer, to enforce any covenant or restriction herein contained shall in no event be deemed a wavier of the right to do so there after.
- (B) **Severability.** Invalidation of any one of these reservations, restrictions, covenants or conditions by judgment or court order shall in nowise affect any other provisions which shall remain in force and effect.
- (C) **Duration.** These restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall automatically extend for successive periods of ten (10) years.
- (D) **Amendment.** Prior to the formation of The Shadows At White Oak Homeowners Association, these restrictions may be amended at anytime and for any purpose solely by the Developer without any requirement of a vote or consent in any way from Owners of Lots. After the formation of the Shadows At White Oak Homeowners Association and prior to the expiration of the initial twenty-five (25) years of the term of these Restrictions may be amended by the written act executed by the majority of a Lot or Lots in the Subdivision, there shall be no amendment to these Restrictions without the written consent of the Developer on the amendment document.
- (E) **Notices.** Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the public records at the time of mailing.
- (F) **Enforcement.** If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on behalf, shall violate or attempt any of the provisions hereof, it shall be lawful for any Owner or the Developer to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligation, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by a mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not be preclude (or be precluded by) any other available remedy of any violation or threatened violation, including without limitation, the recovery of damages. Failure of any person or entity to enforce any provision of these Restrictions shall, in no event, be deemed to be a wavier of the right to do so thereafter.

