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OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BRUNSWICK PLACE HOMEOWNERS ASSOCIATION, INC.

C 3475

THIS DECLARATION, made on the date hereinafter set forth by the undersigned members of Brunswick Place, L.L.C., a limited liability company organized and existing under the laws of the State of Louisiana, hereinafter collectively referred to a "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Shreveport, Parish of Caddo, State of Louisiana, which is more particularly described as follows:

BRUNSWICK PLACE SUBDIVISION, UNIT NO. 1, a subdivision in the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof recorded under Registry Number 1757270, in Book 3500, Page 112 & 113 of the Conveyance Records of Caddo Parish, Louisiana, and additional property that may be annexed as additional units of Brunswick Place Subdivision.

NOW THEREFORE, Declarant hereby declares 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, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Brunswick Place HomeOwners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lots 1000 & 1001, BRUNSWICK PLACE SUBDIVISION, UNIT NO. 1, as per plat thereof recorded in Book 3500, Page 112 & 113 of the Conveyance Records of Caddo Parish, Louisiana.

Section 5. "Lot" shall mean and refer to any plot of land shown upon that certain plat of Brunswick Place Subdivision, Unit No. 1, recorded in Book 3500, Page 112 & 113 of the Conveyance Records of Caddo Parish, Louisiana, and such other properties as may be annexed pursuant to the terms of this Declaration. The term "Lot" shall not include Common Area.

Section 6. "Declarant" shall mean and refer to Brunswick Place, L.L.C., their successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and is so designated by 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 ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. The Class A member(s) shall be all Owners, with the exception of the Declarant except as herein provides at termination of Class B membership, 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 or Unit.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall temporarily cease and be converted to Class A membership:

- (a) during the time that the total votes outstanding in the Class A membership equals or is greater than the total votes outstanding in the Class B membership, or
- (b) permanently convert to Class A membership on December 31, 2012.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge 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, costs, 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 due. The personal obligation for delinquent assessments shall not pass to his 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, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and facilities 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, the maximum annual assessment or charge shall be as follows:

For each vacant Lot or Lot upon which improvements are being constructed the assessment shall be One Hundred Dollars (\$100.00).

For each Lot upon which is located an occupied residence the assessment shall be Two Hundred Fifty Dollars (\$250.00). This assessment shall be due beginning on the first day of the month following the final inspection of the premises by the Municipality or Parish.

(a) 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 (6.0%) effective January 1 of each year without a vote of the membership.

(b) 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 (6.0%) provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs 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 hereinabove provided for.

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 only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 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 membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of Lots and may be collected on a monthly basis.

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

certificate signed by an officer of the association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on 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 assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In addition to such remedies as are available to the Association hereunder or under applicable Louisiana law, the Association may, following an affirmative majority vote of those Directors present at a duly constituted Board of Directors meeting, and delivery to the Lot of a copy of such Board action, terminate the providing of water to the Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect the assessment lien. 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

No planting, building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Board or the Architectural Control Committee shall have the authority to permit on a case by case basis an encroachment of a structure across a set back line or permit the continued violation of a particular use restriction.

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 and permitted to remain on any Lot other than one single-family dwelling not to exceed three stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage capable of housing a minimum of two (2) automobiles and such out-buildings as are customarily appurtenant to dwellings, every building except a greenhouse to correspond in style and architecture to the dwelling to which it is appurtenant. No out-building shall exceed the dwelling to which it is appurtenant in height, number of stories and size. Other than on corner lots, the garage shall not face the street;

on Corner lots the garage must face the street other than the street the house faces. Greenhouses shall be erected so as to not be visible from the street.

Section 2. Plans and Specification. No building or fence shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to natural harmony of exterior design with the existing structure and as to location with respect to topography and finished grade elevations and a \$500.00 cash deposit has been escrowed with the Association to insure that construction clean-ups will occur timely and that the proper mailboxes, light fixtures and gate openers are acquired from the Association. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 3. Fees Payable to the Architectural Control Committee. The Architectural Control Committee may charge a fee for services attendant approval of plans not to exceed \$10.00 per thousand square feet of floor area or fraction thereof if plans are submitted for prior approval. The Committee may charge a fee of \$100.00 per thousand square feet of total floor area or fraction thereof, plus reasonable attorney's fees, if the plans are submitted after construction has begun. Clearing and lot preparation shall not be considered construction for purposes of this Section.

Section 4. Dwelling Size. No dwelling erected on any Lot shall contain less than 1850 square feet, heated area only, exclusive of garages, carports, storage and other open area.

Section 5. Lot Size. No dwelling shall be erected or placed on any Lot platted other than as shown on the approved plat unless approved by Declarant. No Residential Lot or Lots shall be resubdivided without approval of Declarant. The special approval of Declarant provided in this paragraph terminates December 31, 2012.

Section 6. Easements and Setbacks. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. In addition, an easement where necessary for the reasonable overhang of a roof is hereby established. 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 set back of fifteen feet (15') from the rear lot line and five feet (5') from each side lot line.

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 may become an annoyance or nuisance to the neighborhood. No unsightly condition shall be created on any Lot or permitted to remain thereon which specifically, without limitation 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, 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.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five 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.

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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. All rights, title and interest to pay oil, gas, or other minerals are hereby reserved by Declarant.

Section 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or Unit, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or kept outdoors. The Association shall have the right to regulate policies concerning pets' usage of the Common Area.

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 shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition, and screening provided therefor as proved by the Architectural Control Committee. No refuse shall be placed at curb except on day of scheduled pickup by the City.

Section 13. Drainage. For drainage purposes, the grades and low elevations as left by the Developer shall be considered the natural drainage.

Section 14. Transport Vehicles. Trucks exceeding $\frac{3}{4}$ tons shall not be permitted to park on the streets or 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. Cars shall not be parked on the streets overnight. Boats, campers and recreational vehicles if parked on any Lot must be screened so as not to be visible from the street.

Section 15. Fencing. No fence or wall more than two (2') feet in height shall be erected, placed or altered nearer to any street than the front of house. No fence or wall shall be constructed higher than six (6') feet and not fence or wall shall be constructed without prior approval of the Architectural Control Committee as to type, materials, acceptable construction practices, style, etc. All fences must be of wood plank, wrought iron or vinyl coated cyclone and must be erected on metal post.

Section 16. Relocation of Buildings. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a Lot and remodeling or converting same into a dwelling unit in this subdivision.

Section 17. Antennas. No satellite dish exceeding 18" in diameter or antenna of any nature shall be placed on the exterior of the improvements located on the Lots. Said satellite dish shall be located so as not to be visible from the street.

Section 18. Lighting and Mailbox. The Owner of each Lot upon which a structure has been completed shall provide and maintain in an operable manner a mercury vapor light fixture and a mailbox, the design of which shall be decided by the Association, and which shall be purchased from the Association, the light fixture shall be installed on a free standing light post with illumination wattage of not less than 100 watts controlled by any automatic photo electric cell so as to illuminate at dusk and go off at dawn. Such lights shall be located in the approximate center of each Lot and not more than five feet from the front sidewalk. Replacement of the bulbs and photo electric cell as needed, shall be the responsibility of the Owner, provided however that should the Owner fail to do so the Board of Directors or its agent may go onto the Lot for the purpose of

replacing the bulb or photo electric cell and assess the Owner for the cost of so doing. The mailbox shall be located adjacent to the driveway at the edge of the street.

Section 19. Sidewalks. Upon the sale of a Lot within a unit of the subdivision each Owner shall construct and maintain at the Owner's expense a sidewalk located at the front of each Lot (and on the side if such Lot is a corner Lot). Construction of the sidewalk must be completed on a Lot prior to occupancy of improvements constructed on the Lot. All sidewalks shall be located completely upon the Lot and contiguous to each adjoining street dedication. Sidewalks shall be three feet six inches (3'6") in width and four (4") inches thick, and constructed as smooth concrete using acceptable construction policies. Sidewalks shall be located adjacent to the front Lot line of each Lot.

Section 20. Drying of Clothes. Drying of clothes in the view of any Lot, street or other property is prohibited.

Section 21. Basketball Goals. The location of any basketball goal placed on a Lot shall be subject to Architectural Control Authority approval. As a general rule, basketball goals will not be permitted to be placed nearer to the street than the front foundation of the residence.

Section 22. Batting Cages and Other Structures. Any structure on a Lot that can be viewed from any other residence, such as swing sets, shall be subject in all respects to Architectural Control Authority approval. Batting cages shall not be permitted on any Lot.

Section 23. Air Conditioning Units. All exterior air conditioning or heating equipment must be substantially screened from view by permanent materials approved by the Architectural Control Authority.

Section 24. Above-Ground Swimming Pools. No above-ground swimming pool shall be installed or maintained on any Lot.

Section 25. Mud Control. Builders are required to install driveways and to complete preliminary rough drainage immediately after the installation of the foundation so that construction mud will be limited in the streets. Builders and contractors are required to remove mud and concrete from the streets after concrete installation. Builders and contractors are required to maintain erosion control in such a way to prohibit the collection of mud and dirt in the streets.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in 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 event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an

instrument signed by not less than seventy-five percent (75%) of the Lot Owners.
Any amendment must be recorded.

Section 4. Annexation. The Declaration may annex additional residential properties without the necessity of the approval of Class A members.

THUS DONE AND PASSED before me, the undersigned Notary and in the presence of the undersigned witnesses, on this 4th day of December, 2000.

WITNESSES:

My Member

BRUNSWICK PLACE, L.L.C.

BY: [Signature]
JON E. SAYE

BY: [Signature]
TIMOTHY E. ABENDROTH

BY: [Signature]
JON BLACK

BY: KEY INVESTMENTS, INC.

BY: [Signature]
Robert M. Key, President

BY: [Signature]
JAMES P. DODSON

Sherry Townsend

BY: ROBERT A. STACY, L.L.C.

BY: [Signature]
Robert A. Stacy, Jr., President

Rebecca Cole Shively
- Notary Public