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Gary Loftin  
Caddo Parish Clerk of Court

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## REUNION SUBDIVISION

Ex: Restrictions

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PARISH OF CADDO

STATE OF LOUISIANA

THIS DECLARATION, made by Reunion Development, L.L.C., a Louisiana limited liability company organized and existing under the laws of the State of Louisiana, represented herein by its undersigned Members, and hereinafter collectively referred to as "Declarant".

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

**REUNION SUBDIVISION, UNIT NO. 1**, a subdivision of the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof filed in Book 5050, at Page 272 of the Conveyance Records of Caddo Parish, Louisiana.

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 1  
DEFINITIONS**

**Section 1. "Association"** shall mean and refer to Reunion Homeowners Association, Inc., its successors and assigns.

**Section 2. "Common Area"** shall mean all any immovable property (including any buildings and improvements located thereon) 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:

LOT 1000, REUNION SUBDIVISION, UNIT NO. 1, a subdivision of the City of Shreveport, Caddo Parish, Louisiana, as per plat thereof filed in Book 5050, at Page 272 of the Conveyance Records of Caddo Parish, Louisiana.

**Section 3. "Declarant"** shall mean and refer to Reunion Development, L.L.C., its successors and/or 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 as an additional Declarant by Reunion Development, L.L.C., in an act of conveyance.

**Section 4. "Lot"** shall mean and refer to any numbered lot shown upon that certain plat of Reunion Subdivision, and such other properties as may be annexed pursuant to the terms of this Declaration.

**Section 5. "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 6. "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 6. "Reunion Subdivision"** shall mean REUNION SUBDIVISION, UNIT NO. 1, and any other additional property which shall be annexed to these covenants in the future.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** 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. Classes of Membership.** The Association shall have two classes of voting membership:

**Class A.** Class A members shall all be Owners, with exception of the Declarant. Class A Members shall be entitled to one Vote for each Lot in which they hold the interest required for Membership. 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned, and five (5) votes for each acre of undeveloped and unplatted immovable property that is adjacent to the property subject to this Declaration. Class B membership shall temporarily cease and be converted to Class A membership when:

- (a) Any time that the total votes outstanding in the Class A membership equals or is greater than the total of Class B votes, or
- (b) Permanently convert to Class A membership December 31, 2028.

### **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 agree 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 their personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area and facilities located thereon and upon a decision by the Board to do so, to maintain the front yards and back yards of the Lots.

**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 assessment or charge shall be as follows:

For each vacant Lot, or for each Lot upon which improvements are being constructed, there shall be no annual assessment.

For each Lot upon which is located a substantially completed residence the annual assessment shall be Two Hundred and Forty Hundred Dollars \$240.00. This assessment shall begin to accrue beginning on the first day of the month following the final inspection of the premises by City of Shreveport and will be collected semi-annually (January 1st and July 1st).

- 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 ten percent (10%) 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 ten percent (10%) provided that any such change shall have the assent of the majority 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 set for the purpose of raising the maximum annual assessment. 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.

**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 an 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 Sections 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 semi-annually (January 1<sup>st</sup> and July 1<sup>st</sup>).

**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 year following the conveyance of the recorded plat. 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 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 eighteen percent (18%) per annum, plus costs associated with collection of the assessments, and reasonable attorney's fees of not less than \$100.00. The Association may file an lien against the property for non-payment of the assessment, or may bring an action at law against the Owner personally obligated to pay the same, at the Association's option. 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.

**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 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 building, fence, wall or any 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 on encroachment of a structure across a set-back line or permit the continued violation of a particular use restriction.

The Architectural Control Committee may authorize variances in the set back lines shown on the subdivision plat and from compliance with any to the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Architectural committee, when circumstances such as topography, natural obstructions, hardships, aesthetic or environmental considerations may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Architectural Control Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

#### **ARTICLE V USE RESTRICTIONS**

**Section 1. Land Use and Building Type For Lots.** No Lot shall be used except for the location of a residential dwelling and the occupancy and uses related thereto. No building shall be erected, altered, placed and permitted to remain on any Lot other than one single-family dwelling not to exceed two (2) stories in height above the ground level of highest elevation on which any portion of the main building is erected, and a private garage or carport and such out-buildings as are approved by the Architectural Control Committee. The carport may be installed at the rear of the dwelling only and where open to the side yards, a six foot (6') wood fence shall be installed along the property line. No out-building shall exceed the dwelling to which it is appurtenant in height, number of stories and size.

Notwithstanding the above, Declarant may maintain a sales office upon a Lot during the existence of Class A Membership.

**Section 2. Plans and Specifications.** No building, fence or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and driveway 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 the general plan of development of the subdivision.

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 \$50.00 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.

**Section 4. Dwelling Size.** No dwelling erected on any Lot shall contain less than 1200 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 Lot or Lots shall be resubdivided without approval of Declarant.

**Section 6. Easements and Setbacks.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. No structure shall be located upon any Lot nearer to the dedicated street than the setbacks shown on the subdivision plat of the Properties.

**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. Additionally, in the event an Owner does not maintain its flower beds and lawn in a manner reasonably appropriate to the neighborhood, the Association may without the Owner's consent, enter onto the Lot, maintain the flower bed and lawn and collect the cost for such from the Owner.

**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. Notwithstanding this provision, the Declarant may establish and maintain a temporary structure upon the Property for use of a sales office for the Declarant.

**Section 9. Storage Buildings.** Site built or prefabricated storage buildings shall not be placed or entered on any lot without the written approval of Declarant. Approval will only be declared upon submission of plans for site built structures or documents showing construction data of prefabricated structures.

**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.

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

**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 approved by the Architectural Control Committee.

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

**Section 14. Parking.** Outdoor parking on the owners property will be limited to the driveways only, and absolutely no parking will be allowed at any other place on the property. No motor vehicle of any type shall be allowed to park in the streets or common areas overnight. Vehicles of any size which normally transport inflammatory or explosive cargo may not be kept in this subdivision at any time.

**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 minimum setback line. No fence or wall shall be constructed higher than six feet (6') and no fence or wall shall be constructed without prior approval of the Architectural Control Committee as to type, location, materials, acceptable construction practices, style, etc.

Upon completion of a completed dwelling, a fence must be erected before the property is occupied as a residence.



**Section 16. Construction.** Construction of a home on a Lot, once begun by set a concrete foundation, must be diligently pursued and completed within a reasonable time, but in no event should construction of the home require over one-hundred and eighty (180) days to complete.

During construction, the owners of the Lot shall be responsible for encroachment of silt upon the dedicated street area and sidewalks and shall be responsible for the cleanup costs of trash and dirt occasioned by the construction process.

**Section 17. Antennas.** No antenna of any nature shall be placed on the exterior of the improvements located on the Lots without the consent of the Architectural Control Committee. Satellite dishes 24 inches in diameter or smaller are not considered an antenna.

**Section 18. Lighting.** The Owner of each Lot upon which a structure has been completed shall provide and maintain in an operable manner a light, the location and type of which shall be at the discretion of the Architectural Control Committee. The light shall be equipped with a solar switch that automatically turns light off at dawn and on at dusk. Should the Owner fail to maintain said light, the Board of Directors or its agent may go onto the Lot for the purpose of doing so and assess the Owner for the cost of so doing.

**Section 19. Basketball Goals.** Basketball goals, whether temporary or permanent, shall not be placed on any Lot or on any Common Area.

#### **ARTICLE VI GENERAL PROVISIONS**

**Section 1. Enforcement.** The Declarant may enforce these provisions until such a time as Class B membership is permanently terminated. The Association or any Owner, shall have the right to enforce, by any proceeding at law, 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.** Invalidity of any one of these covenants or restrictions by judgement 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, unless termination of these covenants is authorized as provided herein..


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. Amendment by the Declarant.** Notwithstanding anything contained herein to the contrary, the Declarant shall have and reserves the right at any time and from time to time prior to the termination of Class B membership, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correction of any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, or in the event that modification is required by the Veterans Administration, or the Federal Housing Administration or the Federal National Mortgage Association, or any other state, federal or local authority that requires such amendment in order to meet requirements of state, federal or local law or administrative requirements.


THUS DONE AND PASSED before me, the undersigned Notary, and in the presence of the undersigned witnesses, on February 1, 2008.

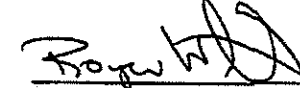
Reunion Development, L.L.C.

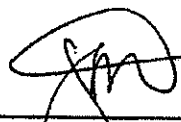
  
Ben Tullos

Witness:   
Print / Type Name: Cori Conry

  
Charles B. Horne

Witness:   
Print / Type Name: Tammy H. Arnold

  
Royce Welch

  
Notary Public

