

## Avoyelles Parish Recording Page

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**Received From :**  
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**First VENDOR**

CYPRESS HILLS ESTATES SUBDIVISION

**First VENDEE**

SMITH RENTALS OF BUNKIE INC

**Index Type :** Conveyances

**Inst. Number :** 2005-00009139

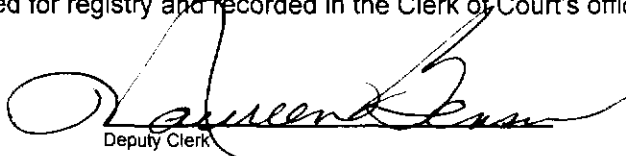
**Type of Document :** Servitude

**Book :** 529      **Page :** 648

**Recording Pages :** 8

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Avoyelles Parish, Louisiana

  
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**Return To :**

**DECLARATION OF RESTRICTIONS, COVENANTS AND SERVITUDES**

**FOR**

**CYPRESS HILLS ESTATES SUBDIVISION**

STATE OF LOUISIANA

PARISH OF AVOYELLES

This Declaration of Restrictions, covenants and servitudes for Cypress Hills Estates Subdivision (this declaration) is made this 23<sup>rd</sup> day of November, 2005 before me, the undersigned Notary Public and in the presence of the undersigned witnesses, by:

SMITH RENTALS OF BUNKIE, INC., whose federal tax identification is # 721180444, a corporation organized, existing and in good standing under the laws of the State of Louisiana, represented herein by its duly authorized President, Kathleen V. Smith, whose permanent mailing address is PO Box 60, Bunkie, LA 71322

who declared

**DECLARATION**

1.1 Lots: The Developer is the owner of

Lots 1 through 34 of the Cypress Hills Estates Subdivision

1.2 Development: The developer desires to develop Cypress Hills into a single family residential community with the intent to create and preserve the values, enhancements, amenities and natural beauty of Cypress Hills and to provide for development of Cypress Hills in a harmoniously designed and planned development and does, by this declaration, impose on and subject Cypress Hills to the provisions of this declaration.

1.3 RESTRICTIONS: The developer declares that Lots 1 through 34 Cypress Hills shall be held, transferred, sold, conveyed, leased, occupies and used subject to the servitudes, restrictions, covenants, charges, liens and conditions set forth in this declaration. The restriction, covenants and servitudes of this declaration shall run with and shall inure to the benefit of and be binding upon (a) each Lot in the subdivision, (b) the developer and its successors and assigns and (c) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. The restrictions, covenants and servitudes established by this declaration shall be building restrictions in accordance with Louisiana Civil Code Article 775, et seq. and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646, et seq., or servitudes by destination of the owner under Louisiana Civil Code Article 741.

**II  
DEFINITIONS**

2.1 Definitions: As used in this declaration, unless the meaning or context is clearly contrary, the following terms shall have the meanings assigned below:

- (a) "Declaration" shall mean and refer to this Declaration of Restrictions, Covenants and Servitudes for Cypress Hills and all amendments, corrections, or modifications thereof which are filed for records in the office of the Clerk of Court of Avoyelles Parish.
- (b) "Developer" shall means Smith Rentals of Bunkie, Inc., its successors and assigns.

(c) "Owner" shall mean and refer to the person or person, including the developer, who is the record owner of any Lot.

(d) "Lot" shall mean and refer to the individually numbered lots of Cypress Hills.

### III RESTRICTIONS

3.1 Land Use: No lot shall be used except for single family residential purposes. No Group home of any kind (including, without limitation, any "community home" as defined in LA R.S. 28:477) shall be built permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such.

3.2 Building Type: No building shall be erected, altered, placed or permitted to remain on any Lot other than:

- (a) One detached single-family dwelling and
- (b) Customary garages and guest house and other similar buildings which are permanently attached to the ground. No structure of a temporary or movable nature shall be erected, placed or permitted to remain on any Lot.

This restriction does not prohibit recreational type facilities such as swimming pools, spas, hot tubs, tennis courts and racquet ball courts limited to single family residential uses. Construction of new buildings only shall be permitted. It is the intent of this declaration to prohibit the moving of an existing building onto a Lot and remodeling or converting such existing building into a family dwelling.

3.3 Minimum Size: The minimum building size required for homes constructed on any lot shall be 2,500 square feet. The minimum building size is defined as the total enclosed heated and air conditioned habitable area of a dwelling excluding open porches, balconies, garages, carports, basements, unfinished attics, open walkways or atriums.

3.4 Building Locations: No buildings shall be constructed on any Lot nearer to the front line than 50 feet. No building shall be constructed on any Lot nearer than 20 feet to the interior line or nearer than 20 feet to the rear Lot line. Eaves, steps, terraces, patios, swimming pools, walls, and fences shall not be considered a part of a building for purposes of determining compliance with building location requirements set forth above.

3.5 Fences: Any boundary fence or wall shall be constructed on the Lot line of the rear and interior Lot line. No boundary fence shall be constructed nearer to the street than the building setback line referred to in Paragraph 3.4 above.

3.6 Temporary Structures: No motor home, mobile home, trailer, tent, shack, garage, barn or other out-building shall be used on any Lot as a residence, whether temporarily or permanently. All improvements constructed on any Lot within the Subdivision shall be of new construction. In no event, shall any owner move a pre constructed building or an existing building or other structure onto any Lot, other than as set forth in Section 3.2 above.

3.7 Resubdivision: No Lot shall be further divided and all Lots shall be sold and conveyed as an entire lot. However, an Owner of a Lot may acquire a portion of a contiguous adjoining Lot so long as the Lot and the portion of the contiguous adjoining Lot shall belong to the same person as owner. In the event an Owner acquires a portion of a contiguous adjoining Lot, the area of the Lot and the portion of the adjoining contiguous Lot shall be combined and considered for purposes of this Declaration, as one Lot.

3.8 Non Residential Use: No owner shall use, cause to be used or permit to be used any Lot for any business, commercial, manufacturing, mercantile, storing, vending or any other non-residential use or purpose. However, until such time as the Developer has sold all Lots in the Subdivision, the Developer may maintain a sales and display office

and any builder while constructing a home or other improvement may have a construction office.

- 3.9 Lease: No portion of any Lot or residence or guest house thereon, other than the entire Lot or the entire residence or guest house, shall be leased for any period. If an Owner should lease an entire Lot, residence or guest house, such lease shall be in writing, shall be for a term of not less than 6 months and shall be subject to all of the provisions of this Declaration.
- 3.10 Sign: No sign shall be displayed on any Lot except one sign not more than five square feet, advertising the property for sale or lease. Notwithstanding the previous sentence, the developer or builders may erect signs to advertise the property during the construction and sale periods.
- 3.11 Oil and Mining Operation: No drilling, development, refining, quarrying, mining or prospecting operations for any minerals shall be conducted on any Lot, nor shall any well, tank, tunnel, mineral excavation or shaft be permitted on 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.
- 3.12 Pets: No animal, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except household pets, provided that such household pets are not kept, bred or maintaining for any commercial purpose or are not kept in such numbers or under such conditions that is offensive to the owners of the other Lots. No pet shall be allowed to run free or unsupervised within Cypress Hills. All household pets shall be kept indoors or restrained by an enclosed fence. All pets shall be under leash at all times when walked or exercised in any area of the subdivision not enclosed by a fence. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance.
- 3.13 Garbage and Refuse: No Lot nor a portion thereof shall be used or maintained as a dumping ground for refuse. All trash, garbage, and other waste shall be disposed of in accordance with requirements of the Avoyelles Parish Police Jury. Notwithstanding the previous sentence, a garden compost may be kept in such quantities as produced by one household only, provided it is not visible from the street and is kept free of an obnoxious odor, insects and rodents. No unreasonable or unsightly accumulation of new or used building material, litter or any other kind of trash shall be permitted upon any Lot.
- 3.14 Exterior Appearance: Each owner shall at all time keep and maintain all building and structures in a good state of repair, neat and aesthetically pleasing to the remaining owners of the subdivision. All paintable surface shall be painted and shall not be allowed to deteriorate. No clothesline shall be constructed, placed or erected on any Lot in such a way as to be visible from outside that Lot. No clothing, rugs or other items shall be hung on any railing, fence, hedge or wall. When not in use, all garbage doors shall be kept closed.
- 3.15 Parking: No trucks in excess of 30,000 pounds (GVW) shall be parked, kept, stored or permitted on Lots unless such truck is stored or parked in such a fashion as not to be visible from the street. No vehicle of any size which normally transport inflammatory or explosive cargo may be parked, kept or permitted on any Lot. However, this restriction shall not prohibit guest parking or other temporary parking on a non-continuous basis. A temporary and non-continuous basis shall be a period of time of less than 12 hours. Frequent violations of this restriction by a particular vehicle for periods of less than 24 hours. Shall also be prohibited. No overnight on-street parking shall be permitted within the subdivision.
- 3.16 Nuisance: No noxious or offensive activities shall be carried on any Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood or which is opposed to the purposes of these restriction. The discharge of firearms is specifically prohibited within Cypress Hills. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over

Cypress Hills shall be observed by the owners, their invitees and guests, including but not limited to, the prohibition of discharging fireworks.

- 3.17 Soil Condition: Each owner shall take any and all action necessary to prevent soil erosion, including, but not limited to, sodding, planting or construction of necessary bulwarks or improvements to prevent such soil erosion. Each owner shall be solely responsible for any geo-technical engineering necessary to ensure adequate construction of foundations and other structural problems. The developer shall have no responsibility for any damages or claims resulting from foundation failures or other structural problems which may result from soil movement.
- 3.18 Completion of Improvements: The construction of any improvements on any Lot shall be substantially completed within 18 months after construction has commenced. For purpose of this paragraph, the date of issuance of a construction permit by the appropriate regulatory body of the Avoyelles Parish Police Jury shall be the date construction commenced. Single family dwellings shall not be occupied for residential purposes until the entire exterior of the structures have been completed. During the continuance of construction by an owner, such owner shall require any contractors, subcontractors or workers to maintain the lot in a reasonably clean and uncluttered condition and, to the extent possible all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause contractors, subcontractors or workers to immediately remove all equipment, tools and construction material and debris from the Lot.
- 3.19 Sewerage System: No individual sewerage disposal system shall be permitted on any Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Only approved mechanical plants shall be utilized with a minimum of 50 linear feet of field lines at the end of the discharge line. The method of construction of the absorption trench is the same as for conventional absorption field, except that the width of the trenches may be expanded to twenty-four (24) inches. The discharge line from the absorption field must be routed to an acceptable drainage course capable of handling the flow. All sewerage treatment plants or systems will conform to the recommendation of the Parish public health authority.
- 3.20 DRIVEWAYS: All driveways must be hard surfaced, either concrete or asphalt

#### IV.

#### GENERAL PROVISIONS

- 4.1 Enforcement: Each owner shall comply strictly with the restrictions, conditions and covenants provided in this declaration, as it may be amended from time to time. The failure of any owner to comply strictly with any restriction, condition or covenant provided in this declaration shall be grounds for initiating an action to recover any sum due by such violating owner, for damages due by such violating owner or for injunctive relief, both preventive or prohibitory and mandatory, against such violating owner. The developer or any aggrieved owner shall have the right to retain legal counsel and to institute legal action to enforce a breach or violation of a restriction, condition or covenant in this declaration. All costs, including court cost, expert witness fees and reasonable attorney fees, incurred by the developer or any aggrieved owner, or both, in enforcing any breach or violation of the restrictions, conditions or covenants of this declaration shall be paid by the violating owner. The enforcement of this declaration is essential for the effectuation of the general plan of development contemplated by the developer and for the protection of the investment made by owners in the subdivision. As a condition to the ownership of each Lot by a future owner, it is agreed that any breach or threatened breach of any restriction, covenant or condition of this declaration may not adequately be compensated by the recovery of damages and that the developer or any aggrieved owner, in addition to all other remedies available at law may obtain and shall be entitled to the remedy of a prohibitory or preventive injunction restraining, prohibiting and preventing any violation or breach or any threatened violation or breach of this declaration or a mandatory

injunction to mandate, command or dictate the taking of affirmative action by a violating owner to remedy, correct or cure any violation or breach or any threatened violation or breach of this Declaration. No delay, failure or omission on the part of the Developer or any aggrieved owner in exercising any right, power or remedy herein provided, shall be construed as an acquiescence thereof or shall be deemed a waiver of the right to enforce such right, power or remedy thereof as to the same violation or breach, or as to the violation or breach occurring prior or subsequent thereto and shall not be a bar to the enforcement of such violation. No right of action shall accrue nor shall any action be brought by or maintained by anyone whomsoever against the developer for or on account of any failure to bring any action or for the bringing of any action on account of any violation or breach of threatened violation or breach so long as the developer, of formed, has acted in good faith and in reliance upon representations of counsel as to remedies available for such breach or threatened breach.

- 4.2 Subordination to mortgage: The remedies provided in this declaration for a violation or breach or threatened violation or breach of this declaration shall be cumulative and none of such remedies shall be deemed to be exclusive. A violation or breach or threatened violation or breach of this declaration shall not effect nor impair the lien or charge or any bind fide mortgage on any Lot or the improvements thereon.
- 4.3 Amendments of Declaration: The developer retains the right to amend, modify or restate this declaration by an instrument in writing filed and recorded in the records of the office of the Clerk of Court in Avoyelles Parish, without the approval of any owner or Mortgagee, only with respect to a Lot or Lots which the developer has not sold. No amendment, modification or restatement of any restrictions, condition or covenant contained in this declaration by the developer, acting without the approval or consent or any other owner, shall affect the title, ownership, security interest of any mortgagee or the use of any Lot previously sold by the developer. In addition, the owners of Lots owned by the developer, shall have the right to amend, modify or restate the restrictions conditions, covenant of this declaration by an instrument in writing filed and recorded in the records of the office of the Clerk of Court in Avoyelles Parish signed by the owners of 15 Lots. Including the developer. Any such amendment, modification and restatement shall only apply to the future use or occupancy of a Lot and shall be effective prospectively from the time of and only upon recordation in the records of the office of the Clerk of Court of Avoyelles Parish. Any amendment, modification or restatement which materially or adversely affects the security interest of any mortgagee must be approved in writing by such mortgagee.
- 4.4 Notice: In each instance in which notice is to be given to the owner, the notice shall be writing and may be delivered personally, in which case personal delivery of such notice to one or two more co-owners of a Lot, to any general partner of a partnership owning such a lot, to a trustee of a trust owning such Lot, or a member shall be deemed delivered to all of the co-owners, to the partnership, to the trust or to the limited liability, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such Lot shall be deemed delivered to the corporation. In addition, such notice may be delivered by United States Mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such Lot at the most recent address furnished by such owner in writing for the purpose of giving notice, and if no such address shall have been furnished, then to the street address of such Lot. Any notice so deposited in the mail within Avoyelles Parish, Louisiana, shall be deemed delivered forty-eight (48) hours after such deposit.
- 4.5 Severability: Of any portion of this declaration is voided or becomes unenforceable in law, the remaining portions of this declaration shall, nevertheless, be and remain in full force and effect.
- 4.6 Nature of Covenants and Servitudes: The servitudes, restriction, covenants, charges, liens, and conditions set forth in this declaration, shall bind the owners of all Lots, their successors and assigns and such servitudes, restrictions, covenants, charges, liens and conditions are intended as and are declared to be reciprocal predial servitudes established as a charge on each Lot of Cypress Hills or a personal obligation of the owner of each lot in favor of the owners of other Lots, as the case may be.

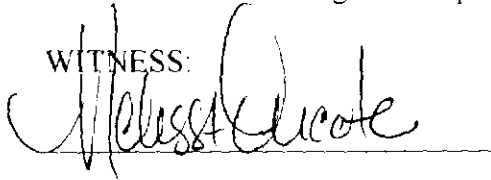
injunction to mandate, command or dictate the taking of affirmative action by a violating owner to remedy, correct or cure any violation or breach or any threatened violation or breach of this Declaration. No delay, failure or omission on the part of the Developer or any aggrieved owner in exercising any right, power or remedy herein provided, shall be construed as an acquiescence thereof or shall be deemed a waiver of the right to enforce such right, power or remedy thereof as to the same violation or breach, or as to the violation or breach occurring prior or subsequent thereto and shall not be a bar to the enforcement of such violation. No right of action shall accrue nor shall any action be brought by or maintained by anyone whomsoever against the developer for or on account of any failure to bring any action or for the bringing of any action on account of any violation or breach of threatened violation or breach so long as the developer, of formed, has acted in good faith and in reliance upon representations of counsel as to remedies available for such breach or threatened breach.

- 4.2 Subordination to mortgage: The remedies provided in this declaration for a violation or breach or threatened violation or breach of this declaration shall be cumulative and none of such remedies shall be deemed to be exclusive. A violation or breach or threatened violation or breach of this declaration shall not effect nor impair the lien or charge or any bind fide mortgage on any Lot or the improvements thereon.
- 4.3 Amendments of Declaration: The developer retains the right to amend, modify or restate this declaration by an instrument in writing filed and recorded in the records of the office of the Clerk of Court in Avoyelles Parish, without the approval of any owner or Mortgagee, only with respect to a Lot or Lots which the developer has not sold. No amendment, modification or restatement of any restrictions, condition or covenant contained in this declaration by the developer, acting without the approval or consent or any other owner, shall affect the title, ownership, security interest of any mortgagee or the use of any Lot previously sold by the developer. In addition, the owners of Lots owned by the developer, shall have the right to amend, modify or restate the restrictions conditions, covenant of this declaration by an instrument in writing filed and recorded in the records of the office of the Clerk of Court in Avoyelles Parish signed by the owners of 15 Lots. Including the developer. Any such amendment, modification and restatement shall only apply to the future use or occupancy of a Lot and shall be effective prospectively from the time of and only upon recordation in the records of the office of the Clerk of Court of Avoyelles Parish. Any amendment, modification or restatement which materially or adversely affects the security interest of any mortgagee must be approved in writing by such mortgagee.
- 4.4 Notice: In each instance in which notice is to be given to the owner, the notice shall be writing and may be delivered personally, in which case personal delivery of such notice to one or two more co-owners of a Lot, to any general partner of a partnership owning such a lot, to a trustee of a trust owning such Lot, or a member shall be deemed delivered to all of the co-owners, to the partnership, to the trust or to the limited liability, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such Lot shall be deemed delivered to the corporation. In addition, such notice may be delivered by United States Mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such Lot at the most recent address furnished by such owner in writing for the purpose of giving notice, and if no such address shall have been furnished, then to the street address of such Lot. Any notice so deposited in the mail within Avoyelles Parish, Louisiana, shall be deemed delivered forty-eight (48) hours after such deposit.
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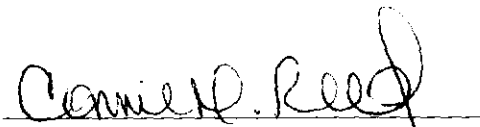
4.7 Term: This declaration and the restrictions, servitudes and covenants contained hereon shall be in effect for a period of twenty-five (25) years from the date of this declaration and shall be automatically extended for successive periods of ten (10) years unless within six (6) months prior to the expiration of the initial term or of any ten (10) year renewal period, a written agreement is executed by the owners of Lots of the subdivision and is recorded in the office of the Clerk and Recorded of Avoyelles Parish terminating or amending this declaration.

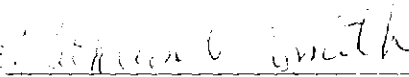
THUS DONE AND SIGNED on the day and date set forth above before me, Notary

Public, and the undersigned competent witnesses after a due reading of the whole.

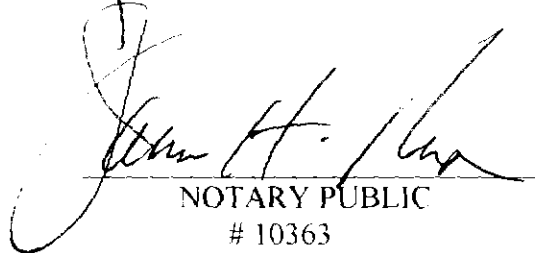
WITNESS:  
  
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SMITH RENTALS OF BUNKIE, INC.  
CYPRESS HILLS ESTATES  
SUBDIVISION

  
\_\_\_\_\_

BY:   
\_\_\_\_\_

KATHLEEN V. SMITH

  
\_\_\_\_\_

NOTARY PUBLIC  
# 10363