DONNIE COX AND
LINDA NEWMAN COX

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Pg. 762

TO

THE PUBLIC

2005 DEC -7 A 10:24
BY: [illegible] DEPUTY CLERK
NATCHITOCHES PARISH, LA

RECORDED AND INDEXED
LOUIS SCRANTON
CLERK OF COURT

RESTRICTIONS OF SHADOW BAY SUBDIVISION

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

PART I. PREAMBLE

BE IT KNOWN, that on the 6 day of December, 2005, before me, the undersigned Notary Public, personally came and appeared:

Donnie Cox and **Linda Newman Cox**, husband and wife, with mailing address of 388 Peninsula Drive, Natchitoches, Louisiana 71457,

WHO DECLARED unto me, Notary, that they are the owners of all of those lots comprising **Shadow Bay Subdivision,** as is fully shown on a plat of survey prepared by John E. Bradford, PLS, entitled "Shadow Bay Subdivision", dated the 7th day of July, 2003, which is duly of record at Map Slide 522-A, under Original Instrument Number 0224176.00 of the records of Natchitoches Parish, Louisiana.

And the said appearers being the sole owners of all of the property incorporated in the aforementioned lots situated and located in the said **Shadow Bay Subdivision**, do hereby place the following restrictions and covenants on the said property, which restrictions and covenants are to run with the land and shall be binding upon all persons claiming under it.

PART II. AREA OF APPLICATION

FULL PROTECTED RESIDENTIAL AREA:

The residential area covenants in Part III in their entirety, shall apply to the following areas within the survey herein referred to, to-wit:

Lots 1 - 3, inclusive, as shown on the Bradford survey described above.

PART III. RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE:

No lot or building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or building site, other than one detached, single family dwelling, private garage or carport for no more than three (3) vehicles, one guest house

and associated lake shore structures. No garage apartments shall be permitted. Owners shall enter into no commercial enterprise of any nature on property in this subdivision.

2. DWELLING SIZE:

No primary dwelling shall be permitted on Lots 1-3 with less than 2,500 square feet or heated floor area for the main structure and exclusive of open porches and garages. Any guest house must be at least 600 square feet.

3. BUILDING LOCATION:

No building shall be located on any lot nearer than fifty (50) feet from the streets shown on the plat of this subdivision hereinabove described, or nearer than twenty-five (25) feet to an interior lot line.

4. SUBDIVISION OF LOT

Upon approval from the governing planning and zoning commission, lots may be subdivided once, but any and all resulting subdivided lots must be at least 3 acres in size.

There shall be only one primary dwelling and one guest house to a lot within the subdivision. If, however, a lot owner also has title to a portion of the adjoining lot, immediately adjacent to his lot, such combined area shall be considered as a "lot" for all purposes under these restrictions.

5. 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 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 upon any lot.

6. NUISANCES:

No obnoxious or offensive activity shall be carried on upon any lot or building site, nor shall anything be done thereupon which may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, pen, shack, garage, barn or other out-building shall be used on any lot or building site any time as a residence, either temporarily or permanently. No mobile home, tent, shack or temporary structure shall be permitted at any time.

Notwithstanding the above, with prior approval from the architectural committee, a lot owner may place a temporary structure on their lot while constructing a permanent dwelling. The temporary structure, the location of the temporary structure and the period of time of its location on the lot must all be approved in advance of placement.

8. ABOVE GROUND POOLS:

No above ground pools shall be permitted.

9. LIVESTOCK, ANIMALS, AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or building site except dogs and cats or other domestic pets provided they are not kept, bred or maintained for any commercial purpose.

10. GARAGE AND REFUSE DISPOSAL:

No lot or building site shall be used or maintained as a dumping ground for rubbish, trash or garbage; all waste shall be kept in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

11. CONSTRUCTION DESIGN:

No building, fence, deck, wall or other structure shall be erected, placed, altered or maintained on any lot or building site nor shall any exterior addition to or change or alteration therein be made until the construction plans, specifications and plot plans, showing the location of the structures have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finish grade elevation and drainage. 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 of this subdivision. The Architectural Control Committee is composed of Donnie Cox and Linda Newman Cox. In the event of death or resignation of any member of the Architectural Control Committee, the surviving member shall have the power to fill the vacancy. In the event of death of resignation of all members of the Architectural Control Committee, those persons owning the majority of the acreage may appoint members or may discharge the duties themselves.

12. FENCES AND SHRUBS:

No fence or wall more than two feet in height shall be erected or placed and no shrubs will be planted that would restrict other landowner's view of the lake. No shrubs or hedges shall be plated or fences erected near Peninsula Drive that would obstruct sight lines or constitute a hazard to driving safety. No fence, wall, shrub or hedge shall be constructed, planted or allowed to remain in front of the main building setback line, unless approved by the Architectural Control Committee.

13. TREES:

No tree on any lot that is 5 inches in diameter or larger at least 24 inches above the ground shall be damaged, cut or destroyed without prior written approval of the Architectural Control Committee. Such authority is vested in this Committee to aid in maintaining the natural beauty of the properties.

14. TRANSPORT VEHICLES:

Trucks with tonnage in excess of 3/4 tons shall not be allowed or permitted to park on the streets, driveways or lots overnight.

15. CONSTRUCTIONS EXTENDING INTO THE LAKE:

No boat house, pier, launching ramp, or other construction extending into the lake shall be constructed or permitted to exist on any lot until the construction plans and specifications and a plan showing the location of the proposed structure have been approved, in writing, by the Architectural Control Committee.

16. WATER AND SEWAGE:

The owner(s) of each lot shall provide a water and sewage system sufficient to serve the lot in accordance with all appropriate governmental regulations prior to any use of the lot for residential purposes. The Natchitoches Parish Health Unit and any other governmental body having jurisdiction must approve location and design of all sewer systems prior to construction.

17. 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 it into a dwelling unit in this subdivision.

18. UTILITY LINES:

Each individual lot owner shall bear the cost of hooking on to the utilities and in doing so, it is understood that the lot owners cannot break the curb or street, but must, "jack and bore" beneath the street if necessary, in order to reach the main utility lines if they are located on the opposite side of the street.

19. TERM:

The above restrictive covenants, conditions and restrictions shall run with the land, to be binding on all parties and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded. The covenants shall then be automatically extended for

successive periods of ten (10) years. However, during or any extension thereof, these covenants may be changed or amended in whole or in part by a written and recorded instrument signed by a majority of the then owners of the lots, agreeing to change such covenants in whole or in part. In determining whether or not a majority of the owners have agreed to change the covenants, the area in the lots shall be taken into consideration and the final decision shall be arrived at by computing the actual area in square feet for the changes in the covenants and the area in square feet against the changes in the covenants.

20. SEVERABILITY:

Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

21. ENFORCEMENT:

The Architectural Control Committee, or any owner of any lot shall have the right to enforce all restrictions, conditions, covenants, reservations and charges under the provisions of this document.

PART V. ATTEST

IN TESTIMONY WHEREOF, the said above named appearers executed these presents at Natchitoches, Louisiana, on the day and date hereinabove written in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

Sarah J. Tuprin

Geneva B. Settle

Donnie Cox

Linda Newman Cox

DANIEL T. MURCHISON, JR.
Bar Roll No. 20307