

# Ouachita Parish Recording Page

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**First VENDOR**

TREY JAY INC

**First VENDEE**

THE PUBLIC

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### Recorded Information

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On (Recorded Date) : 05/06/2004

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Parish of Ouachita  
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STATE OF LOUISIANA:

PARISH OF OUACHITA:

**DECLARATION OF COVENANTS AND RESTRICTIONS AFFECTING  
PHASE IV DEVELOPMENT  
OF FRENCHMAN'S BEND SUBDIVISION, UNIT 4**

BE IT KNOWN, that on the date set forth below, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above stated Parish and State in the presence of the undersigned witnesses, personally came and appeared:

**TREY JAY, INC.** (Federal ID# 72-1205651), a Louisiana corporation whose mailing address is Post Office Box 645, Sterlington, Louisiana 71280, herein represented by Larry A. Jones, its duly authorized Secretary, (hereinafter sometimes referred to as "Appearer")

who declared as follows:

Appearer is the owner of that certain parcel of immovable property located in Ouachita Parish, Louisiana, described as follows:

**PHASE IV DEVELOPMENT, UNIT 4, FRENCHMAN'S BEND SUBDIVISION,** as more accurately described in the certain plat of survey filed May 5, 2004, in Plat Book 21, page 91, of the records of Ouachita Parish, Louisiana.

Appearer, in order to promote the orderly development of the hereinabove described property, and to facilitate the maximum enjoyment of said property by such persons as may become owners of the Lots or parcels contained therein, and in pursuance of a general plan, hereby imposes upon said property the following building standards and restrictions, specified uses, predial servitudes, covenants and conditions insuring good maintenance and continued architectural harmony of Frenchman's Bend Subdivision, which covenants shall run with the land and shall be binding upon all persons having any right, title or interest in and to any part or parcel of the above described property, their successors, heirs or assigns. It is intended hereby to create perpetual predial servitudes terminating only as provided in Article XIII hereinbelow, or upon the occurrence of ten years' non-use; however, the partial use or continued existence of any covenant or servitude shall be interpreted as a use of each and every provision and stipulation hereof. Appearer further declared as follows, to-wit:

**ARTICLE I**

**NAME AND DEFINITIONS**

- A. **Name.** The name by which the property described above shall be identified as "**Phase IV Development, Frenchman's Bend Subdivision, Unit 4**"; however, for convenience the property will sometimes be referred to herein as "Frenchman's Bend".
- B. **Definitions.** When used herein, the following terms shall have the meanings assigned below.
  - 1. "Association" shall mean and refer to the Frenchman's Bend Homeowners Association, Inc., a Louisiana corporation, or its successor entity.

2. "Common Area" shall mean all real property, and any and all improvements thereon, and all rights, ways, privileges, servitudes, advantages and appurtenances thereon and thereunto appertaining which is herein acquired or later owned by the Association for the common use and enjoyment of the owners.
3. "Lot" shall mean and refer to the single parcels of property, including the improvements thereon, shown as all Lots in Phase IV Development of Unit 4, more specifically described on said plat of survey of Frenchman's Bend Subdivision referred to herein, and any other lot which hereafter becomes subject hereto.
4. "Owner" shall mean and refer collectively to the record owner of any Lot as defined in Paragraph 3 above, whether composed of one or more natural persons, corporations, partnerships, associations or other juridical entities. "Owner" shall include a person owning a Lot as usufructuary, but shall exclude tenants or lessees, entities having an interest in a Lot solely as security for the performance of an obligation, owners of servitudes or easements and other persons or entities owning other than a full or undivided part of the fee simple ownership as defined by Louisiana Civil Code Article 477.
5. "Restrictions" shall mean and refer to this Declaration of Covenants and Restrictions, and any amendments which may be made hereto in accordance with Article XIII below.

## ARTICLE II

### PROPERTY RIGHTS

- A. Every Lot, as defined above, shall constitute a separate parcel of immovable property, the ownership of which is governed by the laws of the State of Louisiana, subject to the terms and provisions hereof.
- B. The ownership of each Lot shall include, as an inseparable part thereof, certain appurtenances which need not be separately described in any mortgage or conveyance, which appurtenances shall be deemed to include, without limitation, the following:
  1. Membership in the Association with one vote attributable to the Owner of the Lot. In the event ownership of the Lot is apportioned among one or more persons or entities, the manner of the exercise of such vote shall be as agreed upon in writing by such Owners and notice of such agreement shall be provided to the Association. In no event shall one lot represent more than one vote. Trey Jay, Inc. ("developer"), developer of Phase IV Development, Unit 4, Frenchman's Bend Subdivision, shall not be considered a member of the Association.
  2. The obligation to pay a share of the Common Expenses stipulated below attributable to a fraction, the numerator of which is one and the denominator of which is the number of Lots then subject to the provisions hereof.
  3. The obligation to pay any Special Assessments levied against such Lot, in accordance with the provisions contained hereinbelow.
  4. The obligation to pay any Individual Lot Assessment levied against such Lot in accordance with the provisions contained hereinbelow.

- C. The owner of any mortgage, lien or other security interest acquires his rights subject to the terms and provisions hereof, however, these restrictions shall never be interpreted as authorizing the Association or any Owner to undertake any action or omission which would decrease the value of such security interest or to commit waste of the property.
- D. No Lot shall be removed from the provisions hereof other than pursuant to an Amendment of these Restrictions as provided in Article XIII below.

### **ARTICLE III**

#### **ADMINISTRATION**

- A. Contemporaneously with the execution hereof, Appearer has organized a non-profit corporation under Louisiana law named "Frenchman's Bend Homeowners Association, Inc." Each Owner of a Lot as defined above is automatically a member of the Association during his period of ownership, and each owner will automatically be assessed an annual fee. Initially, the annual assessment shall be ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, until otherwise amended as provided herein. In no event shall Trey Jay, Inc. be subject to this or any other assessment provided herein.
- B. The Association shall be governed by a Board of Directors composed of not less than three (3) and not more than eighteen (18) natural persons elected by the Owners. Each issue for determination by the Association shall be decided by the Board of Directors or a Committee or designee thereof in accordance with the Articles and By-laws of the Association. All actions of the Board of Directors shall be governed by majority vote, except where these Restrictions, the Articles or By-laws require a greater vote, but nothing contained herein shall ever be interpreted as authorizing the Board of Directors to ignore, override or violate these Restrictions.
- C. Each issue required by these Restrictions to be determined by a certain number or percentage of the Owners shall be decided at a duly constituted shareholder or members meeting of the Association, as provided in the Articles.
- D. The Association shall be authorized, empowered and directed to generally administer Frenchman's Bend Subdivision, and to make reasonable rules and regulations governing matters as are authorized herein and to provide copies of such rules and regulations to each owner.
- E. All expenses of administration, including management, legal, accounting or other services deemed reasonably necessary by the Board of Directors, the cost of any licenses, taxes or other assessments incurred by the Association, the cost of all insurance purchased by the Association, as provided below, and any other costs of administration of the Frenchman's Bend Homeowners Association, Inc. shall be considered Common Expenses, to be borne as stated above. All income or benefits received by the Association shall be received and utilized for the benefit of the Owners in common and may, in the discretion of the Board of Directors, be used to reduce Common Expenses or to establish such reserves as the Board may deem appropriate.

### **ARTICLE IV**

#### **MAINTENANCE, REPAIRS AND SECURITY**

The Association, through its Board of Directors or such committee as it may designate, shall be responsible for maintenance and repairs to Frenchman's Bend Subdivision, for the benefit of the Owners, subject to the following stipulations:

- A. The Association shall secure a common garbage and trash collection service for the subdivision and each owner shall be required to use such garbage and trash collection service, which service shall be billed separately to each Owner. The Association shall have the right to designate specific garbage collection days.
- B. The Association shall be responsible for the upkeep and maintenance of all boulevard medians in the subdivision.
- C. The Association may contract for private police protection for the subdivision in accordance with Article VIII below.
- D. Nothing contained herein shall be construed as limiting an Owner's right to recover for loss or damage to his property under the laws of the State of Louisiana.

The above rules are intended to balance an individual Owner's right of free ownership of property with the concurrent or correlative rights of the other Owners of Lots, and in the event same fail to adequately protect any Owner or cause undue hardship upon any Owner, such rules may be altered in any specific instance, by a vote of eighty (80%) percent of the Association members at a duly constituted shareholder's meeting.

#### **ARTICLE V**

#### **ASSESSMENTS**

Assessments against the Owners may be made by the Association, and shall be paid by the Owners in accordance with the following provisions:

- A. The Association shall establish a budget for the Common Expenses in advance of each calendar year and may revise such budget from time to time. Additionally, the Association shall establish and maintain a reserve fund for the Common Expenses and for such contingencies as it may deem necessary, and the funding therefor may be included in the annual budget. Each Owner shall be personally liable for a share of the Common Expenses attributable to a fraction, the numerator of which is one and the denominator of which is the number of Lots then subject to the provisions hereof. Assessments based on the budget shall be due and payable in twelve (12) equal consecutive monthly payments payable in advance on the first day of each month. In no event shall Trey Jay, Inc. be subject to this or any other assessment provided herein.
- B. Additionally, the Association may levy such Special Assessments as are specifically authorized herein or for such other purposes as the Association determines to be reasonably necessary, provided that any such other special Assessment shall have the assent of two-thirds of the Board of Directors. No portion of any Special Assessment shall be due earlier than thirty days after notice to the Owner or Owners of such Assessment.
- C. Prior to levying any Common Expense, other than the initial assessment of \$100.00 per year referenced in Article III, Paragraph A herein, that amounts to more than \$100.00 per lot per year, the Association shall first obtain the assent of the majority of the owners at a duly noticed Owners meeting.
- D. Prior to levying any Special Assessment amounting to more than \$100.00, the Association shall obtain the assent of eighty (80%) percent of the owners at a duly noticed Owners meeting.
- E. Notwithstanding the requirements of paragraphs "C" and "D" above, the Association may levy an Individual Lot Assessment as may be specifically authorized herein, provided that