

Gary Loftin
Caddo Parish Clerk of Court
2043983
06/29/2006 02:28 PM

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

BEFORE THE UNDERSIGNED NOTARIES PUBLIC, duly commissioned and

qualified, at the places, on the dates and in the presence of the undersigned witnesses appearing on their respective jurats hereinbelow, came and appeared:

QUERBES LAND COMPANY, L.L.C., a
Louisiana Limited Liability Company, domiciled in
Caddo Parish, with its principal offices at 214 Miland
Street, Shreveport, Louisiana 71101, being
represented herein by George D. Nelson, Jr. and Mary
Terrell Joseph, its duly authorized Managers
(hereinafter referred to as "Querbes")

I hereby certify this to be a full and true copy of an
original instrument filed in my office on the date and hour
and under the Registry Number stamped hereon to be

Conveyance _____
Mortgage _____
Chattel Mortgage _____
} Records.

Given under my hand and seal of office on said date of filing.


DEPUTY CLERK & EX-OFFICIO RECORDER

who declared that:

Querbes is the owner of certain immovable property in Sec. 20, T17N, R13W,
Shreveport, Caddo Parish, Louisiana, which is more particularly described on Exhibit "A" attached
hereto (hereinafter the "Subject Property").

Querbes has previously enacted certain Building Restrictions covering a portion of
the Subject Property, plus other property, recorded in Conveyance Book 3326, Page 176, Entry
Number 1659810 of the Conveyance Records of Caddo Parish (the "Original Building
Restrictions"). The Building Restrictions enacted herein will cover only the Subject Property owned
by Querbes as of the date of enactment. With respect to that portion of the Subject Property
burdened by the Original Building Restrictions, these Building Restrictions shall be in addition to
the Original Building Restrictions and are not intended to replace or supersede the Original Building
Restrictions.

WHEREAS, Querbes desires to provide for the preservation of the values and
amenities in the Subject Property, and to this end, desires to subject the Subject Property to the
covenants, restrictions, servitudes and charges hereinafter set forth, each and all of which is and are
for the benefit of said Subject Property and each owner thereof;

NOW THEREFORE, in accordance with La. Civil Code Article 775, *et seq.*, and
in order to assure and maintain a uniform high quality in the grounds, buildings, landscaping and
other improvements in and upon the Subject Property, and to afford joint protection to all parties,
present and future, who purchase and own any portion of the Subject Property, Querbes hereby
establishes and imposes the following building restrictions and restrictive covenants as perpetual

charges affecting, and which shall run with, the Subject Property:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. No site development, landscaping, or improvements shall be commenced, erected or maintained upon any lot or tract of the Subject Property, nor shall any exterior addition to or change or alteration therein be made without the prior written approval of the Architectural Control Committee, constituted as provided herein (the "Committee").

Section 2. The Committee shall be composed of George D. Nelson, Jr., Jane Terrell Johnson, and Carolyn Q. Nelson until such time as Querbes no longer owns any interest in the Subject Property. Upon the disposition by Querbes of the last parcel owned by it in the Subject Property, the Committee shall be thereafter composed of all property owners of the Subject Property, with each owner having a vote that is equal to the amount of acreage owned, and the total number of votes being equal to the total acreage in the Subject Property (less any portion of the Subject Property which has become dedicated to or owned by the public or a governmental entity for street purposes).

Section 3. The Committee shall regulate the site development plans, landscaping, external design, construction, color, appearance and location of all improvements on the Subject Property to foster a harmonious relationship among structures and topography which will foster the attractiveness of the Subject Property, thus protecting the value and desirability of the Subject Property.

Section 4. The Committee shall act by two-thirds vote, which shall be necessary to approve or reject a plan.

Section 5. No site development, landscaping or structures or other improvements shall be commenced, erected, demolished, or maintained upon any tract or parcel of the Subject Property, 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, by the Committee.

Section 6 The plans and specifications for any Improvements shall be submitted to the Committee in duplicate for approval prior to the commencement of any work. Approval shall

be marked upon both sets of plans, one of which shall be returned to the applicant and the other shall be retained by the Committee. In the event the Committee fails to approve or disapprove in writing such plans within thirty (30) days, the plan shall be considered to be approved as submitted without further action.

Section 7. The Committee shall not unreasonably withhold its approval of any submitted plans.

Section 8. Development, landscaping or construction, or any changes therein made without prior written approval may, at the discretion of the Committee, be required to be removed or changed back to the original status.

ARTICLE II

GENERAL PROVISIONS

Section 1. Querbes, 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. Any violation of this covenant by an owner shall not only give rise to a cause of action by Querbes or any other owner for damages but, because remedies at law are not adequate, as irreparable injury would result and redress in the form of injunctive relief, including Temporary Restraining Orders, Preliminary Injunctions and Permanent all without bond or security, is also available. Failure by Querbes or by any other 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. So long as Querbes owns any interest in the Subject Property this Declaration may be amended by an instrument signed by one hundred percent (100%) of the owners of the Subject Property. Following the disposition by Querbes of the last parcel owned by it in the Subject Property, this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the owners of the Subject Property.

Section 3. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, all of which shall remain in force and effect.

THUS DONE AND PASSED in Shreveport, Caddo Parish, Louisiana, on this 26th

day of June, 2006, in the presence of the undersigned competent witnesses who have hereunto
affixed their signatures with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

QUERBES LAND COMPANY, L.L.C.

Kim W. Razer
Kim W. Razer

By:

George D. Nelson, Jr.
George D. Nelson, Jr., Manager

Allie Hopkins
Allie Hopkins

Susan B. Mason

Notary Public

SUSAN B. MASON # 26308
NOTARY PUBLIC - BOSSIER PARISH
MY COMMISSION IS FOR LIFE

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EXECUTION SIGNATURES CONTINUE ON PAGE 5

THUS DONE AND PASSED in Baton Rouge, East Baton Rouge Parish, Louisiana,
on this 26th day of June, 2006, in the presence of the undersigned competent witnesses who have
hereunto affixed their signatures with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Brigitte R. Ducote
Brigitte R. Ducote
Meredith B. Stanley
Meredith B. Stanley

QUERBES LAND COMPANY, L.L.C.

By: Mary Terrell Joseph
Mary Terrell Joseph, Manager

[Signature]
Notary Public

Steven Jess Sperry, Notary Public
LA Bar Roll No.: 19161
Commissioned for East Baton Rouge, Louisiana
Qualified to act Statewide
My Commission is for Life.

EXHIBIT A

BEING A TRACT OF LAND LOCATED IN LOT 2 HART'S ISLAND PLANTATION, SECTION NINETEEN, TOWNSHIP SEVENTEEN NORTH, RANGE THIRTEEN WEST, CITY OF SHREVEPORT, CADDO PARISH, LOUISIANA SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF LOT 3 OF EASTBANK CENTRE AS RECORDED IN BOOK 4050, PAGE 64 OF THE RECORDS OF CADDO PARISH, LOUISIANA, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF EAST 70TH STREET (LA HWY 511), RUN ALONG SAID RIGHT-OF-WAY NORTH 89°19'50" WEST A DISTANCE OF 255.51 FEET TO THE POINT OF BEGINNING FOR THE TRACT HEREIN DESCRIBED.

FROM SAID POINT OF BEGINNING CONTINUE N89°19'50"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 100.00';

THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN NORTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 31.42' (SAID CURVE HAVING A RADIUS OF 20.00');

THENCE RUN N00°40'10"E A DISTANCE OF 229.73';

THENCE RUN NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 133.52' (SAID CURVE HAVING A RADIUS OF 170.00');

THENCE RUN N44°19'50"W A DISTANCE OF 63.74';

THENCE RUN N89°19'50"W A DISTANCE OF 261.14';

THENCE RUN S00°40'10"W A DISTANCE OF 415.01' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 70th STREET (LA 511);

THENCE RUN N89°19'50"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 636.50' TO THE SOUTHWEST CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF THAT TRACT BELONGING TO FIRST LOUISIANA BANK (C.B. 3380 PG. 394);

THENCE WITH THE EAST LINE OF THE BANK'S TRACT N00°31'01"E - 399.90' TO THE NORTHEAST CORNER OF THE SAID BANK'S TRACT;

THENCE WITH THE NORTH LINE OF THE BANK'S TRACT N89°14'55"W - 300.18 TO THE EAST RIGHT-OF-WAY OF FERN AVENUE FOR THE NORTHWEST CORNER OF SAID BANK'S TRACT;

THENCE WITH THE EAST RIGHT-OF-WAY OF FERN AVENUE (C.B. 3500 PG. 124) N00°46'16"E - 58.91';

THENCE WITH SAID EAST RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00', A LENGTH OF 395.69', A CHORD BEARING OF N19°51'08"W, AND A CHORD LENGTH OF 387.21';

THENCE WITH SAID EAST RIGHT-OF-WAY N40°27'46"W - 141.97';

THENCE WITH SAID EAST RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00' A LENGTH OF 320.89', A CHORD DIRECTION OF N20°02'03"W, AND A CHORD LENGTH OF 314.13';

THENCE WITH SAID EAST RIGHT-OF-WAY N00°23'39"E - 424.09' TO THE SOUTHWEST CORNER OF THAT TRACT BELONGING TO SAND BEACH DEVELOPMENT COMPANY, L.L.C. (C.B. 3456 PG.717);

THENCE WITH THE SOUTH LINE OF SAID TRACT S89°20'35"E - 1689.77' (1689.74') TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF A DRAINAGE DEDICATION (C.B. 650 PG. 417);

THENCE RUN S04°00'57"W A DISTANCE OF 59.42';

THENCE RUNS 16°58'08"E A DISTANCE OF 81.86';

THENCE RUN S79°52'22"E A DISTANCE OF 173.76';

THENCE RUN S68°25'17"E A DISTANCE OF 49.33';

THENCE RUN S66°59'32"E A DISTANCE OF 41.53';

THENCE RUN S61°16'51"E A DISTANCE OF 67.56';

THENCE RUN S60°51'45"E A DISTANCE OF 100.50';

THENCE RUN N77°38'69"E A DISTANCE OF 95.34' TO A POINT IN THE CENTERLINE OF SAND BEACH BAYOU;

THENCE WITH AND ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES:

S12°21'51"E - 165.62' TO A POINT;

S05°32'58"E - 85.51' TO A POINT;

S09°01'28"W - 112.03' TO A POINT;

S41°40'30"W - 237.86' TO A POINT;

S21°34'42"W - 227.66' TO A POINT;

S17°39'13"W - 240.07' TO A POINT;

S12°28'37"W - 77.61' TO A POINT;

S01°50'40"W - 284.79' TO A POINT;

THENCE LEAVING SAID CENTERLINE OF SAND BEACH BAYOU RUN N89°19'50"W A DISTANCE OF 213.16';

THENCE RUN S00°40'10"W A DISTANCE OF 30.00';

THENCE RUN SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 31.42' (SAID CURVE HAVING A RADIUS OF 20.00') BACK TO THE POINT OF BEGINNING AND CONTAINING 63.249 ACRES.

LESS AND EXCEPT HOWEVER, the portion thereof shown on the attached plat as the acreage for Fern Loop and Fern Circle, and being Tract 1, Tract 2, Tract 3, Lot 2, Lot 3, Lot 4 and Lot 5 as shown on the attached plat.

LOCATION-7

BEING A SUBDIVISION LOCATED IN LOT 2 OF HARTS ISLAND PLANTATION AS RECORDED IN BOOK 20, PAGE 732 OF THE RECORDS OF CADDO PARISH, LOUISIANA LOCATED IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 13 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.

BOUNDARY IS PER SURVEY BY PAUL B. ROSSINI
ENTITLED ALTA/ACSM LAND TITLE SURVEY OF A
TRACT OF LAND IN LOT 2 HART'S ISLAND
PLANTATION SECTION 19, T17N-R13W, CITY OF
SHREVEPORT, CADDO PARISH, LOUISIANA FOR
QUERBES LAND COMPANY, L.L.C.

ALL SERVITUDES SHOWN ARE HEREIN DEDICATED DRAINAGE AND/OR UTILITY SERVITUDES EXCEPT THOSE THAT ARE LABELED OTHERWISE.

IRON PIPES SET AT ALL CORNERS.

THIS PROPERTY IS LOCATED IN ZONE "AE" AS
PER F.I.R.M. MAP NO. 220036 0478 F, EFFECTIVE
DATE APRIL 6, 2000. MIN. FINISHED FLOOR=162.1.

THIS PLAT CONFORMS TO THE REQUIREMENTS FOR
L.A. "MINIMUM STANDARDS FOR PROPERTY
BOUNDARY SURVEYS" FOR A CLASS "B" SURVEY.

LOTS 1000, 1001, & 1002 AND TRACTS 1, 2, & 3
ARE NOT BUILDING SITES.

DEDICATION:

The undersigned owner hereby dedicates to the public use in and to the City of Chicago, Illinois, the right of way and easements, specifically the street rights of way and easements, for utilities and for drainage as shown on the attached plan for the above described property. The undersigned owner hereby dedicates to the public use in and to the City of Chicago, Illinois, the right of way and easements, specifically the street rights of way and easements, for utilities and for drainage as shown on the attached plan for the above described property. The undersigned owner hereby dedicates to the public use in and to the City of Chicago, Illinois, the right of way and easements, specifically the street rights of way and easements, for utilities and for drainage as shown on the attached plan for the above described property.

APPROVED:

ACCEPTED BY CITY COUNCIL
RESOLUTION
OF 2006

<u>Ron Norwood</u>	<u>Date</u>
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APPROVED:

Charles H. Kirkland Metropolitan Planning Commission	Date	Mayor
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Date _____

I HEREBY CERTIFY THAT THIS SUBDIVISION
 PLAT CONFORMS TO ORDINANCE NO.
 115 AND ORDINANCE NO. 1268 OF
 1970 AND AMENDMENTS THERETO.

NORTH
SCALE: 1"=200'
May 30, 2006

JOHNNIE ANDREW CRAIG
REG. NO. 4587
REGISTERED
LAND SURVEYOR

John A. Craig 5/30/06

JOHN A. CRAIG AND ASSOCIATES, INC. Date _____
Johnnie A. Craig
Registered Professional Land Surveyor
Registration No. 4587

PAGE 1 OF 6