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STATE OF LOUISIANA

PARISH OF CONCORDIA 06 DEC 27 PM 3:35

PROTECTIVE RESTRICTIONS OF  
BLACK RIVER LAKE ESTATES

BY *[Signature]*  
NOTARY PUBLIC  
CONCORDIA PARISH, LA

BEFORE ME, the undersigned authority, a notary public in and for the State and Parish aforesaid, therein residing, duly sworn, commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

**B.R.C., INC.,**

a Louisiana corporation domiciled and doing business in Concordia Parish, Louisiana, herein represented by Anthony W. Hobson, its duly authorized officer, whose present mailing address is 2043 Robert Gray, Vidalia, LA 71373,

who declares to me that it is the sole owner of all of the following described property, to-wit:

A 40.7 acre tract being a portion of the east half of Section 6, T5N-R7E, Concordia Parish, Louisiana, and being more particularly described as follows:

Commence at the southwest corner of Lot 12 of "Lofton's Black River Lake Subdivision" as shown on plat dated April 16, 1968, by James H. Tooke, C.E. and recorded as Document #118367 in the records of Concordia Parish, said lot corner being on the east boundary of said Section 6 and is the POINT OF BEGINNING of herein described tract; thence along the east boundary of said Section 6 S00°13'00"W 157.25 feet to a 1/2" iron rod; thence S 82°30'00"W 32.11 feet to a 1/2 " iron rod; thence along the arc of a curve having a radius of 60 feet and a chord bearing of S33°03'00"W and an arc length of 49.06 feet to a 1/2" iron rod; thence S00°13'00"W 296.00 feet to a 1/2" iron rod; thence S84°01'34"W 769.38 feet; thence S83°08'21"W 352.53 feet; thence S84°26'14"W 499.78; thence S81°25'15"W 632.98 feet; thence S89°45'15"W 226.17 feet; thence North 56.54 feet; thence S65°12'27"W 131.68 feet to a 1/2" iron rod on the west boundary of the east half of said Section 6; thence along the west boundary of the east half of said Section 6 northerly 470 feet, more or less, to the intersection with the boundary of the state owned water bottoms of Black River Lake; thence along the boundary of said state owned water bottoms easterly 2713 feet to the intersection with the east boundary of said Section 6; thence along said east section boundary and along the west boundary of said Lot 12 of Lofton's Black River Lake Subdivision S00°13'00"W 275 feet, more or less, to the POINT OF BEGINNING.

And containing 40.7 acres, more or less (Acreage calculated to the water's edge of Black River Lake on 5/31/96).

WHEREAS, appearer desires to create certain protective restrictions to operate as real rights running with the land and affecting the foregoing property,

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NOW, THEREFORE, B.R.C., INC. hereby adopts the following protective restrictions for the subdivision hereinabove described.

ARTICLE I.

No lot may be sold, subdivided, created, partitioned or in any manner established except as shown on the plat of the Black River Lake Estates, recorded in Plat Cabinet 2, page 13, as Document No. 215580, in the records of Concordia Parish, Louisiana.

ARTICLE II.

The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardships to the owner or builder due to strikes, fires, national emergencies or natural calamities.

ARTICLE III.

The property covered by these restrictions and described herein shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on lot other than one single family dwelling not to exceed three stories in height, except that there shall be permitted not more than one out-building to serve as quarters for domestic services, garage space, and the like, and said building to be of a style and of construction compatible on the exterior to the main dwelling, and further, said building shall not be used as a separate rental property.

ARTICLE IV.

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

ARTICLE V.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the

neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way obnoxious, dangerous, polluting, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. This shall not apply to usual household pets accompanying owners when in residence.

#### ARTICLE VI.

Prior to the occupancy of any residence on any lot, proper and suitable septic tank or tanks shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank or tanks. No open sewage ponds or lagoons will be allowed at any time. No sewage shall be emptied or discharged into Black River Lake, any ditch, bayou, stream or shoreline thereof. No sewage disposal system shall be permitted on any lot, nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of such system and prior to the use of the system.

#### ARTICLE VII.

No structure of a temporary character shall be placed on any lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during construction of a dwelling house, it being clearly understood that these latter temporary shelters may not at any time be used as residences or permitted to remain on a lot after completion of construction.

No trailer, tent, barn, tree house, or similar structure shall be placed on any lot or the lake adjacent thereto at any time, provided that this shall not prohibit the construction of permanent type piers, boat houses and pavilions.

#### ARTICLE VIII.

No fuel tanks or similar storage receptacles may be exposed to view, and shall be buried underground, or above ground properly screened by planting or fencing.

ARTICLE IX.

No building shall be located on any lot nearer than thirty (30) feet to the lake front line and to the road lot line. No building shall be located on any lot nearer than ten (10) feet to an interior lot line provided that this shall not prohibit the construction of permanent type piers, boat houses and pavilions nearer than thirty (30) feet from the lake front lot line.

ARTICLE X.

The floor area of the main structure exclusively of open porches and garages shall be not less than 1,000 square feet.

ARTICLE XI.

These restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date this instrument is recorded, after which time these restrictions automatically shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these restrictions in whole or in part.

ARTICLE XII.

These restrictions may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate any restriction, either to restrain violation or to recover damages.

ARTICLE XIII.

Invalidation of any one of these restrictions by judgment or court order shall in no wise affect of the other provisions which shall remain in full force and effect.

ARTICLE XIV.

There is hereby reserved, exclusively for each owner of a lot in this Black River Estates (hereafter referred to as "Owner" or "Owners") a permanent easement on and over Lot 27, as shown on the plat of Black River Estates, Recorded in Plat Cabinet 2, page 13, in the records of Concordia Parish, Louisiana, to use the drainage and utility lines constructed thereon for their intended purpose and to use the boat ramp and driveway constructed thereon

for the sole purpose of access to and from Black River Lake and Hart Young Road. This easement is for the sole and exclusive use of the Owners and the benefits and burdens run with the land. This easement may not be transferred, sold or conveyed separate from title to a lot, nor may any license or permission of use be granted to anyone who is not an Owner and any Owner who attempts such transfer, sale, conveyance or grant shall forfeit, permanently, all rights to use such easement which forfeiture may be enforced by any Owner in a Court of Law. Use of this easement shall be at the user's sole risk and anyone using the easement hereby indemnifies and holds all Owners harmless from and against any loss, cost or damages caused, arising from or incurred during use. Maintenance and repair of the easement, including the boat ramp and driveway, shall be the joint responsibility of all the Owners.

THUS DONE, READ AND SIGNED in my office in Cincinnati, Ohio, in the presence of the undersigned competent witnesses and me, notary, after due reading of the whole, on this 20<sup>th</sup> day of December, 1996.

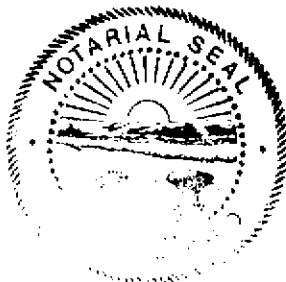
WITNESSES:

Sally S. Pittendree  
Helene M. Jopke

B.R.C., INC.

by: Anthony W. Hobson  
Anthony W. Hobson, its duly  
authorized officer

Nancy Marie Rhoads  
NOTARY PUBLIC



NANCY MARIE RHOADS  
Notary Public, State of Ohio  
My Comm. Expires 01/01/2001

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RESOLUTION

BE IT RESOLVED, by the Board of Directors of B.R.C., INC., that ANTHONY W. HOBSON, be and he is hereby authorized and empowered, on behalf of this Corporation, to execute a legal document establishing protective covenants and restrictions for a portion of the lands owned by B.R.C., INC. on Black River Lake.

BE IT FURTHER RESOLVED that the Secretary of B.R.C., INC. cause an executed copy of said protective covenants and restrictions to be duly filed of record in the Conveyance Records of Concordia Parish, Louisiana.

CERTIFICATE

I, ANTHONY W. HOBSON, Secretary of B.R.C., INC., do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors at a meeting duly held, at which a quorum was present and voting; and that this resolution has not been rescinded or modified.

Vidalia, Louisiana, this 20<sup>th</sup> day of December, 1996.

  
Secretary

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